

Collective Bargaining Agreement
between the
Board of Trustees of the University of
Massachusetts
on behalf of
University of Massachusetts Lowell
and the
Grant and Contract Funded Employees
Association of the Massachusetts Teachers
Association

July 1, 2009 to June 30, 2012

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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 Lowell ("Employer/University Administration") and the Grant & Contract Funded Employees Association, Massachusetts Teachers 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 thereunder, 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 full-time and regular part-time non-academic professional and classified grant and contract-funded staff bargaining unit members employed at the Lowell campus of the University. The unit includes the following state job titles: Staff Assistant I, II, III, and IV; Professional Technician I and II; Administrative Assistant; Bookkeeper II; Clerk III; Director of Communications; Facility Service Worker I; Nuclear Reactor Operator; Research Scientist; Senior Scientist; Stenographer II; Typist II; and any other related titles belonging to the bargaining unit certified by the Massachusetts Labor Relations

Commission in Case No. SCR-2240.

Section 1.2

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

Section 1.3

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 President of the Chapter, by the Grievance Secretary of the Chapter, or by the Field Representative or other official of the Massachusetts Teachers Association. 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 Principal Investigator. Requests for release time must be made three (3) days in advance. Such requests shall not be unreasonably denied.

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 Unpaid Union Leave of Absence

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

Section 2.6 Use of Premises

The Union shall be permitted to use such facilities of the Employer/University Administration for the transaction of Union business as have been used in the past by other recognized campus organizations.

Section 2.7 Campus Mail

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

Section 2.8 Bulletin Boards

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

Section 2.9 Employer Provision of Information

A. The Employer/University Administration shall furnish the Union with the following information:

1. Upon execution of this Agreement and on every April 1 and every October 1, a list of all bargaining unit members, with their classification titles, rates of pay, department or program and/or grant or contract;
2. On a monthly basis a list of all bargaining unit members going to or returning from a non-bargaining unit position, together with the department in which they work;
3. On a monthly basis a list of all new employees in the bargaining unit and their date of employment and classification, together with the department in which they work;
4. On a monthly basis a list of all bargaining unit members who have been terminated or who have transferred to a different position or department;
5. A list of bargaining unit employees who withdrew checkoff authorizations within two (2) months of such withdrawal.
6. On a monthly basis a list of all bargaining unit employees on dues deduction or agency fee checkoff and who are off payroll for any reason the week of deduction;
7. On a bi-annual basis a copy of that portion of the EEO-6 Form that covers bargaining unit members.
8. Human Resources shall notify the Union on a regular basis about all requests for salary adjustment.

B. In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information,

records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement.

Section 2.10 Union Orientation

One-half hour shall be allotted to the Union and to each new unit employee during which time a Union representative may discuss the Union with the employee.

Section 2.11 Office Space

The Employer/University Administration will provide separate office space for the Union's exclusive use. 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.

Section 2.12 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.

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. 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.

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

Section 4.1

Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or who later elects not to maintain membership in the Union shall be required to pay to the Union each month as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-twelfth (1/12th) of the annual fee uniformly charged by the Union.

Section 4.2

A bargaining unit member may consent in writing to the authorization of the deduction of the agency 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 bargaining unit member. A bargaining unit member may withdraw his/her agency fee deduction authorization by giving at least sixty (60) calendar days notice in writing to the Campus Human Resources Office and the Treasurer of the Union.

Section 4.3

The Employer/University Administration shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds to the Treasurer of the Union together with a list of those whose agency fees 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 that 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 4.4

This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting.

Section 4.5

In the event of an administrative error in the authorized deduction of the agency fee 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, Article 7.

Section 4.6

The Treasurer of the Union shall submit and certify to the Employer/University Administration the amount of the agency fee 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 4.7

Upon the written request of the Union, the Employer/University Administration shall terminate any bargaining unit member who, after written notice, has refused to pay the agency fee. Within thirty (30) calendar days of receipt of such request, accompanied by the written notice, the Employer/University Administration shall notify the Union and the individual bargaining unit members whose names appear on such request that the bargaining unit members have been terminated. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the termination.

Section 4.8

Disputes between the Union and the Employer/University Administration concerning this Article shall be resolved in accordance with Article 7, Grievance and Arbitration Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any bargaining unit member.

If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the agency fee in accordance with this Article, the only remedy shall be the termination of the bargaining unit member.

Section 4.9

It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold harmless the Employer/University Administration from any and all claims, demands, liability, costs or damages arising from the termination of a bargaining unit member hereunder or from deductions made by the Employer/University Administration.

Article 5
Management Rights

Section 5.1

Except as otherwise specifically and expressly modified by the Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration.

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/Sexual Harassment/Non-Discrimination

- A. The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of race, religion, creed, color, national origin, gender, age, marital status, sexual orientation, handicap, political belief, membership or nonmembership in any organization, or status as a “Veteran” (as defined in Administrative Announcement No. 5 of 2006, as amended)..
- B. In compliance with state and federal laws, positive and aggressive measures will be taken to redress 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 compensation.
- C. The Union and the University will abide by the University of Massachusetts Lowell Sexual Harassment Grievance Procedure. This bargaining unit, as represented by Massachusetts Teachers Association, will be added to the list of Constituencies on page 7 of the Procedure. All disputes related to sexual harassment will be adjudicated according to this procedure and not through the grievance and arbitration procedure in Article 7 of this Agreement.
- D. Where the University creates, recreates or reconvenes a Task Force on Sexual Harassment or Affirmative Action in which participation is inclusive of all bargaining units, Massachusetts Teachers Association Grant and Contract Funded Employees Association shall appoint one member to the Task Force. Where membership on such a Task Force is intended to be representative of the various functional areas, (i.e. clerical, technical, professional, etc.), grant and contract funded employees may be considered as such where appropriate.
- E. All members of the bargaining unit are subject to, and enjoy the protection of the Principles of Employee Conduct, University of Massachusetts DOC. T96-136 (passed by the Board of Trustees 12/4/96), a copy of which is reproduced below and incorporated into this agreement.

The provisions of this article are non-grievable under Article 7 of this agreement.

PRINCIPLES OF EMPLOYEE CONDUCT UNIVERSITY OF MASSACHUSETTS

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

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

responsibilities, be capable of appropriately interpreting them within and beyond the institution, and contribute constructively to their ongoing evaluation and reformulation.

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

The University expects to provide its employees:

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

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 – Non Bargaining Unit Supervisor/PI/or Designee

Informal Step

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 Contract Administrator 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, Chancellor or Designee

The grievant(s) and/or the Union shall file the grievance at Step 2, the Vice-Chancellor's/Chancellor's level, by presenting it to the Employer/University Administration's Campus Contract Administrator 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 or Chancellor. However, in no case shall a particular grievance be heard by both the Vice Chancellor and 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/Chancellor or designee shall meet and discuss the grievance within twenty (20) calendar days after such filing. The Vice Chancellor/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 (60) days of the joint request for mediation. The

case shall be resolved within ninety (90) 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 (10) 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 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. 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 serve in accordance with these procedures.

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 (20) 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, and 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 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 Official Personnel File of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority, whether disciplinary or otherwise, for having processed such grievance. 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 Disciplinary Discharge**

Section 8.1

The parties agree that the purpose of discipline in a University setting is to insure, through corrective action, that employees conduct themselves in a responsible manner. Progression from less severe to more severe corrective action is intended to bring about a change in behavior rather than simply to punish.

Section 8.2

An employee having successfully completed the required probationary period shall not be disciplined without just cause. Just cause may include, but is not limited to, the following:

- a. Neglect or non-performance of duties
- b. Demonstrated incompetence in the performance of duties

- c. Willful dishonesty in the performance of duties
- d. Insubordination
- e. Violent behavior
- f. Chronic absenteeism or tardiness
- g. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work
- h. Willful release of information classified as confidential
- i. Unauthorized possession of weapons
- j. Theft or willful misuse of property of the University or its community

Section 8.3

Disciplinary action includes oral reprimand, oral reprimand with notation to the personnel file, extension of the probationary period, written suspension with pay, suspension without pay, change of duties with possible accompanying salary reduction, and discharge.

Section 8.4

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

Article 9 Personnel Files

Section 9.1

The Employer/University Administration shall maintain one (1) official personnel file, to be located in the Office of Human Resources 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 Human Resources Office of any change in: name; address; dependents; or beneficiary.

Section 9.6

A copy of any item that comes into the 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.

Article 10

Professional Recognition

Section 10.1

Bargaining unit members 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.

Section 10.3

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

Article 11

Working Conditions

Section 11.1 Accounting of Sources and Funds

The Employer/University Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding.

Section 11.2 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 11.3 Workloads

Subject to departmental budgetary constraints and needs, and recognizing that workloads may vary from department to department and from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members. If budgetary constraints are cited, the bargaining unit member shall be provided those reasons.

In the event a bargaining unit member believes his/her workload is unreasonable or excessive, he/she may petition in writing to the Vice Chancellor of Administration and Finance or designee to review his/her assignment. The review shall include a hearing with the affected bargaining unit member and a Union representative. The review decision shall be delivered to the petitioner and the Union no later than thirty (30) calendar days after the filing of the petition. If the result of the review indicates that the work assignment was unreasonable or excessive the workload shall be adjusted accordingly within thirty (30) days of the issuance of the review decision. The bargaining unit member shall continue to perform the work assigned pending the review and/or adjustment period.

Section 11.4 Work Space and Equipment

The Employer/University Administration shall provide adequate work space and 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.

Section 12.2

One full year of seniority shall be earned by a bargaining unit member who regularly works at least half-time at the University.

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

The elected President of the Chapter shall have superseniority in the event of a layoff for the purposes of providing continuity in the administration of this Agreement. The Union shall notify the Employer/University Administration, in writing, of the name of the Chapter President who will be eligible for superseniority.

Article 13
Layoffs

Layoffs shall be implemented consistent with and in consideration of all appropriate state and federal statutes prohibiting discrimination.

Section 13.1 Avoiding Layoffs

A. If a loan (original or subsequent) is requested by a project, or otherwise provided to bridge a funding gap that may result in layoffs or a reduction in hours or has the potential to result in layoff or a reduction in hours, the University shall immediately notify the Union that a request has been made, the reason for the request and the period of time for which the loan is to cover.

B. 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 Notice to Bargaining Unit Members

A. If the Employer/University Administration determines that a layoff is necessary, the Employer/University Administration shall submit to the Union a list of employees being laid off, their departments, and the duration of the layoff. The Employer/University Administration shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date and duration of layoff.

B. The Employer/University Administration shall provide the notices to the Union and to the affected employees within one week of the date that the University Administration or the Principal Investigator knows the layoff is necessary. Except as noted below, under no circumstances shall there be less than forty-five (45) days between the date notice can reasonably expect to be received by the Union and affected employees, and the effective date of the layoff.

For one (1) year after the date of execution of this agreement, the following exemption shall be made to the required thirty (30) days notice of an impending layoff. For those projects, grants or contracts in effect prior to the date of execution of this agreement that contain provisions preventing the University from providing 30 days notice of an impending layoff, the University shall provide as much notice as is reasonably possible under the terms of that project, grant or contract. For those projects, grants or contracts of less than 60 days duration, the University shall not be required to provide 30 days notice of an impending layoff.

C. The written notice of layoff shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance, and shall refer the employee to the relevant part of the collective bargaining agreement.

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 13.3 Order of Layoffs

A. Within departments/programs in which layoffs take place, temporary employees whose job duties and functions are, in the judgment of the supervisor, interchangeable shall be terminated before any bargaining unit members are laid off. A temporary employee, for this purpose, shall be defined as an employee who has been employed for less than one (1) year and who is filling the position of a bargaining unit member on an authorized leave.

B. If the funding source for a grant or contract cuts back funding or funding within a grant or contract is otherwise reduced and the Employer/University Administration decides that layoffs are necessary to reduce in number positions whose essential job duties and functions are, in the judgment of the supervisor, interchangeable, seniority shall prevail in determining the bargaining unit member or members who shall remain.

Section 13.4 Special Review

A. In the event of termination or reduction in grants due to any of the following reasons:

- 1) when there is a gap in funding between the end of one grant and the beginning of the next grant;
- 2) when a grant is unexpectedly terminated or reduced by the granting agency or contractor;
- 3) when a pending grant proposal is not funded or not fully funded and no other grants are currently available to pay the already employed bargaining unit member; the bargaining unit member may request a meeting with the Principal Investigator and the Vice Chancellor of Administration and Finance or designee to discuss the merits of seeking and/or providing alternative funding pending securing of additional grant funds.

B. The Vice Chancellor of Administration and Finance or designee shall make the determination of whether or not to seek and/or provide alternative funding. Such determination shall not be subject to the grievance procedure.

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.

Section 13.6 Recall Rights

A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows:

B. Bargaining unit members who are laid off shall have recall rights to the campus for a period of three (3) years from their date of layoff. They shall have recall rights to:

- their former position, if re-established, or if it becomes vacant and available;
- to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position;
- to a vacant and available position they may formerly have held in the same grant or project, if they held it in a competent manner, and if it is the specific, exact position they held.

C. At the request of the individual, the Human Resources office shall send the laid off bargaining unit member announcements of vacant bargaining unit positions to be filled for a period of one (1) year. The member will indicate his/her interest in receiving such notices on a form promulgated by the Office of Research Administration and provided to the individual.

D. A bargaining unit member who applies during his or her recall period for a bargaining unit position that has been posted for filling shall be regarded as an internal applicant under Article 14, Promotions and Filling of Vacancies.

E. A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and eligibility for benefits that the

bargaining unit member enjoyed as of the date of his or her termination to the extent allowable by law.

Section 13.7 Out-Placement Services

The Employer/University Administration shall make every reasonable effort within budgetary constraints to make available to laid-off bargaining unit members, prior to and for up to one (1) year following their termination date, the following services:

- job and career advising, including help identifying campus positions that are, or will likely, become vacant for which the laid off employee may be qualified;
- career services;
- information on benefits;
- reasonable access to a personal computer and copy machine located at the Office of Research Administration for the purpose of job search, resume and cover letter writing;
- release time shall be provided for bargaining unit members participating in outplacement services.

At the employee's request, the Office of Research Administration shall mail to all Principal Investigators a laid off employee's layoff notice and resume, together with a statement requesting the PIs to consider the employee for current and future vacancies.

Article 14 Promotions and Filling of Vacancies

Section 14.1 Posting

A. All vacant bargaining unit positions shall be posted, except as specified below. A position shall not be deemed vacant, and therefore shall not be posted, if:

- it is currently occupied by a bargaining unit member;
- the changes in duties and responsibilities are ones that have come about as the result of the job evolving; and
- there is no net increase in the number of positions as a result of that evolution.

B. The posting for a vacancy shall contain: the job title, the salary range, a description of the position, the bona fide occupational requirements, the shift (where appropriate), the location, the closing date for applications, and, if known, the termination date of the position. A copy of the notice shall be provided to the Union.

Section 14.2 Filling Bargaining Unit Vacancies

A. Openings in the bargaining unit shall generally be posted throughout the University for ten (10) working days before being advertised outside. If the University wants to advertise a position outside simultaneous with the internal posting, then all external applications shall be held separately and not released to the hiring authority until internal applications have been reviewed.

B. In order to encourage opportunities for personal and professional growth, the parties agree that all bargaining unit members who submit applications for any vacancies in the bargaining unit and who meet the minimum qualifications for such position will be granted an opportunity for a personal interview.

C. If there are three or more on-campus applicants who meet the posted qualifications (required and preferred) for a position, the position must be offered to an on-campus applicant.

D. Where applicants possess substantially equal qualifications, the Appointing Authority shall give preference to current employees according to their seniority. This provision shall not be construed to impede the implementation of Affirmative Action programs developed by the University in accordance with Article 6.

E. The appointing authority shall notify bargaining unit members who have been interviewed that they have not been offered the position within ten (10) days of the date on which the candidate offered the position has accepted. Such notice shall be in writing.

F. A bargaining unit member who was interviewed and who is not offered the position may meet with the appointing authority (or designee) to discuss the reasons for not being offered the position. A representative of

the Union may be present at the meeting if the employee requests one to come.

Section 14.3 Temporary Filling of Bargaining Unit Vacancies

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

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

B. If the Employer/University Administration decides to fill a bargaining unit vacancy on a temporary basis, the Employer/University Administration shall post the position campus-wide for not less than seven (7) working days. Such temporary employees shall become members of the bargaining unit if they are not already.

C. Except under unusual circumstances, a bargaining unit position shall not be filled on a temporary basis for more than twelve (12) months. If there is such an unusual circumstance, the Union shall be notified and provided with a reason. The salary for any position filled on a temporary basis shall not be below the minimum of the salary range for the position.

D. 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.

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

Section 14.4 Use of Temp Agencies and 03/CC Employees

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

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

Nothing in this section shall prevent the University from continuing its practice of employing students and faculty for limited number of hours as per University policy or practice.

B. The University will notify the Union semi-annually of temp agency and 03/CC 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

Each bargaining unit member shall receive from the Principal Investigator or his/her designee, on an annual basis, an evaluation of his/her work performance. Such evaluation shall occur for all unit members at a time or times as established herein. It is agreed that the purpose of such evaluation process is to establish work standards, goals, and objectives, to provide feedback relative to the employee's performance, and to serve as a basis for future personnel actions including, but not limited to, promotions, salary increases, training and development opportunities, and discipline. The performance evaluation system is intended to be constructive in nature, and to serve as an aid to the bargaining unit member in correcting any cited performance problems.

Section 15.2

Such evaluation shall be recorded in writing on a form established below. The bargaining unit member shall meet with his/her supervisor to discuss

the evaluation and have the right to respond in writing to the substance of the evaluation and to have those comments attached to the evaluation in his/her personnel file.

Section 15.3

A. Each bargaining unit member shall receive a copy of his/her evaluation. If the employee is likely to receive a "less than satisfactory" evaluation, the supervisor shall notify the employee in writing what steps must be taken and in what time frame they should be taken in order for the employee to receive a satisfactory evaluation. Under normal circumstance the period of time to correct cited problems should not exceed one hundred eighty (180) days. Notice of an impending "less than satisfactory" evaluation shall be given, except where it is impracticable or unreasonable to do so, not less than sixty (60) days before the evaluation would normally be done.

B. Upon receipt of a "less than satisfactory" evaluation, the employee shall receive a plan on how to achieve a "satisfactory" rating. The supervisor and the employee shall agree upon a reevaluation period of up to one hundred eighty (180) days in length. The employee shall be evaluated at the end of this reevaluation period. If the employee receives a satisfactory evaluation at that time, he/she shall be eligible for any denied salary increase effective on the date of the satisfactory evaluation.

C. No bargaining unit member shall be adversely impacted by an untimely evaluation.

Section 15.4

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

Section 15.5

For purposes of establishing an initial evaluation for all unit members who may be eligible for merit or cost of living salary increases, the parties agree to utilize a narrative style of evaluation which will address the bargaining unit member's expectations and the PI's assessment of each member's performance for the period of time ending June 30, 2004.

Section 15.6

A. The Labor-Management Committee or a subcommittee thereof shall meet within sixty (60) days of the execution of this agreement to establish an annual performance evaluation process and form.

B. Until such time as the parties have reached agreement the method of evaluating bargaining unit members described in Section 15.5 shall continue in affect.

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 applicable state, federal, and local statutes. When a condition is found not to meet such standards, the Employer/University Administration agrees to remedy such conditions within an agreed upon schedule; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger. Furthermore, areas required to be posted by Federal, State or local health and safety regulations will be posted. The University shall notify the Union of upcoming construction and renovation projects.

Section 16.2 Joint Labor-Management Health and Safety Committee

There shall be established a committee to be known as the Health and Safety Committee. This committee shall be comprised of six (6) individuals, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the University and the Union, and the committee shall meet every three (3) months, or more frequently by mutual agreement. After the Health and Safety Committee has functioned for a year and convened four times, the Committee members will decide by mutual agreement to continue or discontinue the Committee.

The purpose of the Health and Safety Committee shall be to:

- discuss matters of health and safety that are of concern to the Employer/University Administration and/or the Union,

- develop and enforce rules, policies and guidelines to address those health and
- safety concerns,
- request and be present for investigations of accidents or potential unsafe conditions (including workplace and workstation evaluations), at the request of employees or supervisors,
- investigate temperature and indoor air quality issues pertaining to bargaining unit members' workplaces
- develop and implement occupational safety and health training and education
- programs for unit members.

Health and Safety Committee members will receive training appropriate to the nature of the health and safety issues likely to be encountered, and appropriate to the efficient and effective functioning as a committee. Among the matters the Health and Safety Committee may discuss are health and safety concerns involving VDT's, asbestos, air quality, unsafe machinery and equipment, proper ventilation, explosive environments, exposure to high voltage power sources, dangerous levels of radiation, harmful laser beams, workplace temperature control, occupational stress, unsanitary conditions, personal safety, infectious agents that may be contained in human body fluids, dangerous persons, ergonomic hazards and corrosive, caustic, noxious, explosive, flammable, or carcinogenic materials.

Either party may submit items for the agenda to the chairpersons 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.

Health and Safety Committee members will receive released time for conducting the work of the Committee.

Section 16.3 Work Location Temperature Control

If the supervisor/department head determines, after investigating the matter, that the temperature inside a work location is above 80 F or below 65 F, the person in charge of such work location shall immediately contact the person responsible for the building to determine the conditions and probable length of time necessary to correct the problem.

If the condition cannot be corrected within a reasonable period, the supervisor/department head shall reassign bargaining unit members to another area until the conditions are corrected. If no suitable alternative space is available, and the conditions cannot be corrected within a reasonable period of time as determined by the supervisor/department head, employees will be released from work without loss of pay or benefits until the condition is corrected or suitable work space is made available.

If, due to work location, an employee's supervisor/department head is not present at their work location, the individual at the work location responsible for overseeing the employee's work will make the determination as to the appropriate course of action based on the steps outlined in the previous paragraph.

Where normal working conditions require warmer or colder temperatures, the health and safety measures outlined in the first paragraph are waived as long as the employee(s) is(are) provided with appropriate breaks and personal protective equipment.

Section 16.4 VDTs

Employees who work on video display terminals (VDTs) shall receive a fifteen (15) minute break from VDT operation after periods in excess of two (2) hours of continuous VDT operation. The break is defined as a fifteen (15) minute period during which the employee would perform other department related work as assigned.

A bargaining unit member who may have concerns regarding the arrangements of his/her work or work station may request in writing through the Health and Safety Committee a work/work station evaluation.

Section 16.5 Work Practices

Variations in repetitive work, timely breaks, and job task restructuring are recognized as among the practices that contribute to a safe, healthy and productive workplace. Supervisors and employees are encouraged to incorporate such practices in work schedules.

Article 17
Work Schedules

A. The normal hours of work for full-time employees shall be 37.5 hours per week. The parties recognize that bargaining unit members on occasion will have to devote small amounts of additional time without additional compensation to the completion of their work.

B. If, however, the supervisor requires a bargaining unit member to work further additional hours other than as described in Section 17.A, the unit member shall receive compensatory time.

C. The use of compensatory time shall be permitted within a reasonable time from the employee's request, provided the use of compensatory time does not unduly disrupt operational needs. If the use of accrued compensatory time is denied the employee shall be permitted to use the time within another thirty (30) days of the denial.

D. 1) If an employee is required to be on-call during hours they are not scheduled to be at work, she/he shall be compensated by receiving no less than one (1) hour of compensatory time for every eight (8) hours assigned to be on call.

2) On-call shall mean that a bargaining unit member has been directed to be available for duty upon receipt of a message to report to work.

3) If any employee assigned to on-call duty is not available to report to duty when called, no compensation shall be paid to the employee for the period.

E. For every hour that a bargaining unit member who is on-call is called back to work beyond his/her regularly scheduled work hours, s/he shall receive an hour of compensatory time.

F. Upon request of a bargaining unit member, the supervisor may grant a flexible personal work schedule or work location so long as the bargaining unit member can demonstrate to the satisfaction of the supervisor that the proposed change will not interfere with or detract from the delivery of services provided or the day to day operation of the project. Such requests shall not be unreasonably denied.

Article 18 Unpaid Leaves

Section 18.1 Family and Medical Leaves

A. Employees, who have been employed by the University for at least six (6) months, are entitled to up to twelve (12) weeks unpaid leave for any of the following reasons. Leave may be taken in blocks of time, or by reducing the normal weekly or daily work schedule.

1. the birth of a child and in order to care for a child, provided any such leave concludes within twelve (12) months of the birth of the child;
2. the placement of a child with the employee for adoption or foster care, provided any such leave concludes within twelve (12) months of the placement of the child;
3. the care of, or to make arrangements for the care of, an employee's spouse, domestic partner, parent, child (natural, adopted, foster, stepchild, child under legal guardianship, or the child of the bargaining unit member's spouse or domestic partner), grandchild, grandparent, sibling, relative living in the same household, or the parent of the bargaining unit member's spouse or domestic partner, who has a serious health problem;
4. the employee's own serious health problem that makes the employee unable to perform the essential functions of the position.

B. A serious health condition means one or more of the following conditions:

- an illness, injury, impairment, or physical or mental condition involving inpatient
- care in a hospital, hospice, or residential medical care facility; or
- any period of incapacity requiring absence of more than three (3) 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; or
- 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 three (3) calendar days; or
- prenatal care.

C. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten days of paid family leave granted under this section may be used over the twelve (12) months following the birth, adoption, or placement, except that this leave may not be taken intermittently. Where an eligible employee and his/her eligible spouse or domestic partner are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this section. In addition, an employee can use any and all personal time or vacation credits he/she has accrued.

During family leave taken in conjunction with the birth of a child, subsequent to the ten days of paid family leave, if an employee has accrued sick leave, he/she may use up to fifty (50) days of such leave credits.

In any other instance, such leave will be without pay, unless provision for pay is made through the sick leave bank.

D. Not later than two (2) weeks prior to the expiration of a leave for the birth, adoption, or placement of a child, a bargaining unit member may request to return to work at reduced time. If approved by the supervisor,

said bargaining unit member will accrue benefits in the same proportion that such part-time service bears to full-time service.

E. The University will maintain group health insurance during such leave on the same terms as if the employee had continued to work. The University will make Health & Welfare contributions during any period of paid leave and for an employee on unpaid leave for a period not to exceed 12 weeks. 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 such a leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance 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 leave, and, during any unpaid portion of such a leave upon timely payment of the full premium by the employee, as specified by the Human Resources Office.

F. A bargaining unit member who is granted a leave of absence shall return to his/her former position, if available, or to his/her former status, with the same salary and benefits, and with length of service credit. If, during the period of leave, a layoff occurs, the bargaining unit member on leave shall receive the same rights as other bargaining unit members under this Agreement.

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 and the employee may, after consultation, agree that the employee transfer temporarily to an available alternative position, at 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.

G. The University may require the employee to submit medical re-certifications during a leave, either for the employee or other covered individual, at thirty (30) calendar day intervals, and it may at reasonable intervals require an employee to report on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed sixty (60) calendar days, employees may be required to document their fitness to return to duty.

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

In instances where leave is foreseeable, employees must provide two (2) weeks 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 unduly disrupt 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.

When the leave is for a serious medical condition of the employee or another eligible person under Section 18.1 A3, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Office and will be filled in by the health care provider. An employee will not be permitted to commence or remain on such a leave unless a valid medical certification form is provided.

Section 18.2 Personal Leave

A. Upon written application to the supervisor, including a statement of any reasons, a bargaining unit member who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted unpaid personal leave. Such leave shall be without pay or benefits for such period. The supervisor may at his/her discretion assign a bargaining unit member to replace a bargaining unit member who is on personal leave. Such assignment may not be subject to the Grievance and Arbitration Procedure, in Article 7.

B. If a bargaining unit member has accrued personal or vacation credits at the commencement of his/her personal leave, the bargaining unit member may use such credits. If a bargaining unit member has accrued sick leave, the employee may use such leave credits for which she/he may be eligible under the sick leave provisions of this Agreement.

C. When on an extended unpaid personal leave, the University shall work with the employee and the Union to arrange for the continuation of all benefits, including group insurance benefits and pension benefits. If necessary, the bargaining unit member may make use of any accrued sick leave credits to ensure the continuation of all health benefits.

Section 18.3 Military Leave

A. A bargaining unit member 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.

B. In accordance with Chapter 708 of the Acts of 1941, as amended, a bargaining unit member who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 18.4 Professional Leave

Professional Leave may be granted by the supervisor, upon the written request of the bargaining unit member at least sixty (60) days in advance, for such purpose as education, service in a professional organization in the bargaining unit member's field, and professional advancement. The bargaining unit member's request shall demonstrate the benefit of the leave to both the bargaining unit member and the University.

Such leave shall be without pay or benefits.

Section 18.5 General Provisions for Unpaid Leaves

A. Requests for unpaid leaves under this Article shall be submitted to the supervisor by the deadline specified for each leave, except in emergency circumstances.

B. Requests for unpaid leaves under this Article shall not be unreasonably denied.

C. Leaves of absence under this Article, except for those under Section 18.1, shall be available to a bargaining unit member after he or she completes three (3) months of employment as a bargaining unit member. This provision does not apply to military leave.

D. Extensions may be granted upon request, provided that the request is made in accordance with the same deadline specified in the appropriate leave section of this Article.

E. A bargaining unit member who is granted a leave of absence shall return to his/her former position if available or to his/her former status, with the same salary and benefits, and with length of service credit. If, during the period of leave, a layoff occurs, the bargaining unit member on leave shall receive the same rights as other bargaining unit members under this Agreement.

Article 19
Paid Leaves

Section 19.1 Sick Leave

A. A full-time bargaining unit member shall accumulate sick leave with pay credits at the rate of 11/12th of one work day for each full payroll month of employment for a total of eleven (11) 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 employee's spouse, domestic partner, parent, child (natural, adopted, foster, stepchild, child under legal guardianship, or the child of the bargaining unit member's spouse or domestic partner), grandchild, grandparent, sibling, relative living in the same household, or the parent of the bargaining unit member's spouse or domestic partner is seriously ill, the bargaining unit member may utilize up to a maximum of sixty (60) days of accrued sick leave in a calendar year 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.
4. to keep appointments with health care professionals. In such instances the normal requirement of advance notice 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. for the purpose of arranging for the care of him/her self or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator.

D. An employee on Leave Without Pay and/or Absent Without Pay for any part of any month shall accrue pro-rated sick leave credits for that month calculated as a portion of the number of work days in that month that were worked. This provision shall be implemented consistent with the date of implementation of PeopleSoft Human Resource Information System.

E. 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.

If the illness or injury is identified as confidential in nature, the employee shall submit a completed Confidential Illness Certification from the attending medical provider(s) to the Director of Human Resources. The Confidential Illness Certification (Appendix A) shall contain the medical provider's signed statement that he/she has personally examined the employee, that the employee was unable to perform his/her duties because he/she was/is incapacitated due to illness or injury for the duration of the sick leave period in question, the prognosis for the employee's return to work, and any other requirements stated in the form. It shall be on the letterhead of the attending medical provider and shall list an address and telephone number.

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.

F. The supervisor may require that a bargaining unit member be examined by a physician of the bargaining unit member's choosing and at the bargaining unit member's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the bargaining unit member's fitness to return to his/her regularly assigned duties. 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.

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

H. 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 personal leave; if no personal leave credits are available, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the bargaining unit member may apply to the sick leave bank (see Section 19.2). If denied time by the sick leave bank, he/she shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. The Labor/Management Committee or a subcommittee thereof shall meet within sixty (60) days of the execution of this agreement to establish guidelines for reimbursement of bargaining unit members for lost time resulting from injuries caused by acts of violence suffered while in the performance of his/her duty.

O. Bargaining unit members with ten or more years of service in the Commonwealth of Massachusetts and whose sick leave balance is at least fifty (50) days as of July 1 of each year of this agreement may exercise the option to receive, at the end of the fiscal year, a dollar amount equal to seventy-five percent (75%) of the value of the unused annual sick leave credits to a maximum of six(6) days, based on the table below. This option is based on an employee's annual sick leave accrual and usage only.

| <u>Sick Leave Days Used</u> | <u>Cash In Allowed</u> | <u>Cash In</u> | <u>Days Accrued</u> |
|-----------------------------|------------------------|----------------|---------------------|
| 0 | 6 | 4.5 | 6 |
| 1 | 5 | 3.75 | 6 |
| 2 | 4 | 3 | 6 |
| 3 | 3 | 2.25 | 6 |
| 4 | 2 | 1.5 | 6 |
| 5 | 1 | .75 | 6 |
| 6 or more | 0 | | 6 or fewer |

The decision to cash in sick leave time must be made by June 1. Sick days cashed in shall be deducted from the employee's sick leave balance. Payment shall be made no later than the last pay period in July.

Section 19.2 Sick Leave Bank

A. The University will donate one (1) day per FTE into a Sick Leave Bank for this bargaining unit on July 1 of every year. Members may donate additional time to the bank from their accrued sick leave at any time.

B. Membership in the bank will be automatic for all unit members.

C. To access the bank, an employee needs to use up all accrued sick and personal time, and all but five (5) days accrued vacation time.

D. There will be established a joint union-management board to administer the bank and to develop policies and procedures. Two (2) members will be appointed by the Union; two (2) members will be appointed by the Administration; the four (4) members will, if necessary, select a chair to vote in the event of a tie.

E. The University will establish a mechanism to fund the bank so that the burden of paying for allowed time does not fall on the individual's grant.

Section 19.3 Paid Personal Leave Days

Except as noted below, on the first payroll of the new calendar year, full-time bargaining unit members shall be credited with eight (8) 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. Any paid personal leave not taken by the last payroll date 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 two (2) hours and may be used in conjunction with vacation leave. Full-time bargaining unit members hired into the bargaining unit 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:

| <i>Date of Hire into Unit</i> | <i>Personal Leave Days Credited</i> |
|---|-------------------------------------|
| Beginning of Calendar Year to February 15 | 7 |
| February 16 through March 31 | 6 |
| April 1 through May 15 | 5 |
| May 16 through June 30 | 4 |
| July 1 through August 15 | 3 |
| August 16 through September 30 | 2 |
| October 1 through November 15 | 1 |
| November 16 through December 31 | 0 |

For the period July 1, 2004 through June 2007 each full time bargaining unit member on the payroll as of July 1, 2004 will be credited with twelve (12) paid personal leave days which must be used or forfeited by the last payroll day of the payroll month of December 2007. Full time bargaining unit members hired into the unit after the first payroll day of the month of July 2004 and prior to the last payroll of December 2004 shall be credited with eight (8) days in addition to amount listed in the schedule above.

Section 19.4 Bereavement Leave

Upon the death of an employee's spouse, domestic partner, parent, child (natural, adopted, foster, stepchild, child under legal guardianship, or the child of the bargaining unit member's spouse or domestic partner), grandchild, grandparent, sibling, relative living in the same household, or the parent of the bargaining unit member's 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; of the bargaining unit member's spouse's or domestic partner's brother, sister, grandparent or grandchild; or of the bargaining unit member's sibling's spouse or domestic partner, a maximum of two (2) consecutive working days shall be available for use by a bargaining unit member.

In the event of the death of a bargaining unit member's aunt or uncle, a maximum of one (1) working day shall be available for use by the bargaining unit member.

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

Section 19.5 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 19.6 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 19.7 Blood Donation Leave

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

Section 19.8 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.

D. The Employer shall pay for one (1) professional conference per bargaining unit member per year to the extent that participation at such conference is reasonable, allocable, and allowable under the terms and conditions of the project/grant/contract as determined by the Office of Research Administration and with the prior written approval of the Principal Investigator.

Section 19.9 Military Leave

A. A bargaining unit member shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay, therefore, without loss of his/her ordinary remuneration as a bargaining unit member.

B. A bargaining unit member shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as a bargaining unit member under Section 59 of C.33, General Laws as amended.

Section 19.10 Allowed Time

Bargaining unit members may request time off with pay for the purpose of attending Civil Service or Industrial Accident Board hearings or State Retirement Board physical examinations. Requests under this article shall be accompanied by a written notice from the agency involved. Approval under this article shall be granted by the supervisor subject to the needs of the department.

Section 19.11 Voluntary Services Leave

Bargaining unit members are allowed to participate in the Voluntary Services Leave program currently in existence for employees of the Commonwealth in accordance with guidelines established for this program, including, but not limited to, the one day per month of paid leave available to employees for volunteer work under the Commonwealth's School Volunteer or Mentoring programs.

Section 19.12 Domestic Violence Leave

In instances where an employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator, and when an employee has no accrued sick time available, he/she may request paid leave for the purpose of arranging for the care of him/her self or his/her child(ren) or for attending to necessary legal proceedings or activities. This request shall be made to the Director of Human Resources and will be granted at his/her discretion or at the discretion of his/her designee.

The Director of Human Resources or his/her designee may request documentation in connection with a request for leave for purposes of domestic violence (for example, a restraining order, court records, divorce proceeding, police reports, or signed third party affidavits). The request for leave and all supporting documentation will be kept confidential by the Employer and shall not be subject to the inspection, examination or copying by any other agency of government or by any other person without the specific written authorization of the employee.

**Article 20
Holidays**

A. The following shall be holidays for employees:

- | | |
|-----------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| Washington's Birthday | * Evacuation Day |
| Patriots Day | Memorial Day |
| * Bunker Hill Day | Independence Day |
| Labor Day | Columbus Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Day | |
- * only in Suffolk County; note Section C below

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

C. An employee not otherwise entitled to Suffolk County holidays, pursuant to Section A above, and who is scheduled to work on such holidays, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken at a time designated by the employee and approved by the Appointing Authority, but usually on or within sixty (60) days after the holiday.

D. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, the rules for observing such holiday shall be consistent with those of the Commonwealth of Massachusetts covering such observance. Such holidays shall be granted in accordance with and subject to the provisions of this Article.

Article 21 Vacation

Section 21.1

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

Length of continuous
full-time "creditable service"
as of the end of Each
applicable month:

Vacation Leave Accrued:

Less than ninety-six (96)
months (8 years) in service
of the Commonwealth

1 2/3 days per month
(total of 20 days per year)

Ninety-six (96) months, but
less than one hundred ninety-
two months (16 years) in service
of the Commonwealth

1 5/6 days per month
(total of 22 days per year)

One hundred ninety-two (192)
months, but less than three
hundred (300) months (25 years)
in service of the Commonwealth

2 1/12 days per month
(total of 25 days per year)

Three hundred (300) months
(25 years) or more in service
of the Commonwealth

2 1/2 days per month
(total of 30 days per year)

Section 21.2

For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month at the University of Massachusetts Lowell where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service. In computing an employee's vacation status, all "creditable service" from the

first full working day of the first full month at the University of Massachusetts Lowell up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month.

Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service," if any, which he/she had previously. Individuals shall not be allowed to carry forward any unused vacation time earned previously outside the University of Massachusetts Lowell.

Section 21.3

A. For the purposes of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer. Notwithstanding the foregoing provisions of this paragraph, employees hired by the University prior to July 1, 1977 who had prior service in Massachusetts towns, cities, counties, or districts shall continue to receive credit for such service for purpose of determining their service to the Commonwealth.

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

C. A full-time employee on Leave Without Pay and/or Absent Without Pay for any part of any month shall accrue pro-rated vacation time for that month, calculated as a portion of the number of work days in that month that were worked. This provision shall be implemented consistent with the date of implementation of PeopleSoft Human Resources Information System.

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

E. A bargaining unit member may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the supervisor's opinion it is impossible or impracticable to do so because of work schedules or emergencies.

No bargaining unit member shall carry more than sixty-four (64) days of vacation leave credit. A bargaining unit member who has available unused vacation leave, and who, because of the provisions of this section would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which vacation would be lost if not taken. Except in cases of emergency, vacation leave must be requested and approved in advance.

F. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement may be charged, unless the supervisor is otherwise notified by the bargaining unit member, to personal leave and then to vacation leave, if any.

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

H. An employee who is eligible for vacation under this agreement, whose services are terminated 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 therefore.

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

1. Illness of the employee;
2. Dismissal through no fault or delinquency attributable solely to the employee; or

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

J. Vacation leave shall accrue to a bargaining unit member while on leave with pay status or on industrial accident leave.

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

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

Section 21.4 Vacation Buy-Out

Employees with at least 3 years of service as a member of the bargaining unit as of July 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. The decision to cash in vacation leave in accordance with this provision must be made 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.

Article 22 Tuition Remission

Section 22.1

A. A bargaining unit member and his/her spouse, domestic partner, and dependent children through the age of twenty-five (25), shall be entitled to free tuition at the University of Massachusetts Lowell. The University will continue its current practice of waiving the fees for employees who take undergraduate or graduate classes at the University of Massachusetts Lowell.

1. Academic fees will not be increased for dependents or spouses of Union unit members at all University of Massachusetts campuses until June 30, 2012. Fees will be kept at the 2008-09 level. This provision does not apply to Continuing Education classes.

B. A bargaining unit member may take only one (1) course per semester at the University of Massachusetts Lowell and none elsewhere during his/her regularly scheduled working hours. Any course can be taken, subject to the established pre-requisites, with priority given to full-time students. 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 the "release" rather than "make-up" time. This request must be approved in writing by the employee's Principal Investigator subject to allowable provisions under the terms of the project, contract or grant, and shall not be unreasonably denied.

C. Tuition at the University of Massachusetts Lowell shall be waived for Non-Credit Community Service courses subject to the following restrictions:

1. Only employees of the University may receive tuition waivers; benefits for spouses and children will be governed by the University's Tuition Waiver Policy (formerly the Board of Regents' Tuition Waiver Policy);
2. Employees must register on a space-available basis;
3. Employees so registered shall not be counted towards minimum course enrollment;
4. Only those courses shall be available for which total enrollment does not affect the instructor's salary;
5. For purposes of this Article, the word "course" is understood not to include such special programs as weekend workshops, professional seminars, and other similar intensive training sessions; and
6. Employees shall identify themselves as applying for waiver of tuition at the time of registration.

D. There is no limitation on the number of courses bargaining unit members may take outside of regular working hours.

Section 22.2

Tuition remission at other institutions of public higher education in the Commonwealth is governed by guidelines established by the Board of Higher Education (formerly the Higher Education Coordinating Council).

Section 22.3

If an employee who has completed at least five (5) years of full-time service (or equivalent) dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child not currently enrolled in a program of study or degree program at the University shall be eligible for one (1) such program of study or degree program.

Section 22.4

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

Section 22.5

All undergraduate and Continuing Education courses are exempt from taxation. Work-related graduate courses for employees are exempt from taxation. A dependent, spouse, or partner enrolled in graduate courses are subject to taxation. The value of the tuition waiver is considered taxable income. 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.

Section 22.6

A bargaining unit member who retires from the University and his/her spouse, domestic partner, and dependent children, shall be entitled to free tuition at the University of Massachusetts Lowell.

Article 23

Health and Welfare

Section 23.1 Group Health Insurance

A. Unit members shall continue to be covered under the State's Group and Accident Insurance Plan pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

B. 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 23.2 Health and Welfare Plan

A. Trust Agreement

The parties agree to affiliate with the Massachusetts Public Employees Health and Welfare Fund created under an Agreement and Declaration of Trust drafted by the Commonwealth and executed by the Union and the Commonwealth. Such an Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Commonwealth and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

B. Funding

Effective January 1, 2011 the Employer agrees to contribute on behalf of each full-time equivalent employee a total of \$13.50 per calendar week to a Health and Welfare Trust Fund.

Effective January 1, 2012 the Employer agrees to contribute on behalf of each full-time equivalent employee a total of \$14.00 per calendar week to a Health and Welfare Trust Fund.

C. Non Grievability

No dispute over a claim for any benefit extended by this Health and Welfare Fund shall be the subject to the grievance procedure established in Article 7 of this Agreement.

D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated in Section 23.1 above.

E. Miscellaneous

In the event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and said agreement is funded by the Legislature, and in the event said agreement involves non-public safety employees of the Commonwealth's Executive Branch, the Board of Higher Education or the Board of Trustees of the University of Massachusetts, and in the event such agreement contains provisions for increases in the Employers contributions to the Health and Welfare Fund, the Employer agrees to increase the contribution to equal that of said agreement.

Section 23.3 Dependent Care

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP) that complies with the requirement for federal tax deductibility.

**Article 24
Retirement**

Section 24.1

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

Section 24.2 Post-Retirement Employment

Unit members who retire from the University during the term of this Agreement may propose a post-retirement. During this post-retirement appointment, the total of retirement benefits and post-retirement salary paid by the University shall not exceed the salary paid at the time of retirement. Such appointments are at the discretion of the Employer/University Administration and are subject to existing law and all rules and regulations of the State Retirement Board, and are subject to the availability of funds. The decision of the Employer/University Administration not to approve a proposal for a post-retirement appointment shall not be grievable under the Grievance and Arbitration Procedure, Article 7.

Article 25 Payroll Systems

Section 25.1

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.

Section 25.2

The University and the Union agree that the University may require that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee (subject to the capacity of the payroll system). 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 26

Salary Administration/Classification Program

Section 26.1

The Employer/Office of Research Administration and the Union agree to establish a committee, with an equal number of representatives of each party but not to exceed a total of three (3) representatives for each party, to make recommendations concerning a uniform salary administration program and a career ladder program for bargaining unit members. The position of Chairperson shall alternate between the Employer/Office of Research Administration and the Union. The committee shall begin its deliberations with the salary administration program currently in use for bargaining unit members at University of Massachusetts Amherst/Boston effective the date of the signing of this Agreement.

Section 26.2

The committee shall submit a progress report to the parties no later than six (6) months following the effective date of this Agreement and its final recommendations no later than twelve (12) months following the effective date of this Agreement, unless extended in writing by agreement of the parties. The Agreement shall include but not be limited to the following principles:

- A. No bargaining unit member shall have his/her salary decreased as a result of implementation of the Salary Administration/Classification System.
- B. Minimum salaries for each position level shall be established.
- C. A neutral appeals process shall be established to review allegations of inequitable or incorrect placement within the System and to remedy such, if an inequitable or incorrect placement is determined.

Section 26.3

Upon acceptance by the Employer/Office of Research Administration and the Union the committee's recommendations shall become part of the Agreement.

Article 27
Contracting Out Bargaining Unit Work

Prior to the Employer/University Administration contracting out bargaining unit work which would result in layoffs, reduction in wages, hours, or benefits, or a decrease in the total number of full-time equivalent bargaining unit employees, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent such results and to discuss the terms of the contracting out of services.

Article 28
Employee Expenses

Section 28.1 Mileage

When a bargaining unit member is authorized 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. If the grant allows less than the University Policy, the balance shall be paid from the overhead account.

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 temporary assignment, or his/her regular office and 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 Personnel Administrator 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 28.2 Meals

For each full day that a unit member is on travel status, he/she shall receive a meal allowance consistent with University policy and in accordance with the University Travel Policy, T92-031, as amended from time to time. If the grant allows less than the University policy, the balance shall be paid from the overhead account.

Section 28.3 Visa Expenses

On any grant/contract that seeks to employ a bargaining unit member that requires an H-1B visa, the University shall pay no less than \$1000 (one thousand dollars) of all normal and customary legal and filing expenses. All expenses incurred over and above the initial University payment of \$1000 shall be reimbursed by the grants, contracts, or Principle Investigator's discretionary account, not to exceed \$1000, to the extent that such funds are available, allocable and allowable. The University shall not be obligated to pay or reimburse the unit member for the cost for premium or expedited processing of a claim.

Article 29
Parking

In accordance with the provision below, proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations. The Employer shall endeavor to maintain adequate lighting in all of said parking areas.

Effective July 1, 2009 there will be established a fee for all bargaining unit members parking in designated University lots.

The University shall promulgate a form and process that shall require individuals to authorize either a monthly or annual payment. Monthly payments shall be made on a pre-tax basis and deducted directly from the member's paycheck. Annual payments shall be made by check. The fee shall be \$148.00 per year, subject to an annual review. For the life of this agreement increases in the parking fee shall not be raised by more

than the percentage increase in salary received by the bargaining unit in that fiscal year.

Article 30

Labor/Management Committee

Section 29.1 Campus Level

There shall be established a committee to be known as the Campus Labor/Management Committee. The committee shall be comprised of six (6) members, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the campus administration and the Union, and the committee shall meet every three (3) months, or more frequently by mutual agreement. The purpose of the committee shall be to discuss matters of concern to the campus administration and/or the Union, and to encourage a more cooperative relationship between the Union and University Administration. Matters of concern can include technological change and work reorganization, information technology, new construction and renovation, and university research priorities.

Section 29.2

Decisions of the committee established above in Section 29.1 shall be without prejudice or precedent.

Section 29.3

Activities and decisions of the committee established above in Section 29.1 shall not be subject to Article 7, Grievance and Arbitration Procedure.

Article 31

Salaries

Section 31.1 Salary Increases

A. Over the term of this agreement, the following salary increases shall be made:

Effective July 5, 2009, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one-half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

If actual tax revenues in FY '10 are equal to or exceed \$20.3 billion, an additional 1% across-the-board salary increase may be made. This increase will retroactive to the date of the original 1.5% (for a 2.5% total wage increase effective July 5, 2009).

If actual tax revenues in FY '10 are equal to or exceed \$21.4 billion, an additional 2% across-the-board salary increase may be made. This increase will be retroactive to the date of the original 1.5% (for a 3.5% total wage increase in July 5, 2009).

The calculation of actual tax revenues will not include federal stimulus spending or other one-time revenues.

The payment of the revenue-based salary increases shall only be effectuated upon the Legislature's approval of supplement appropriations necessary to fund the full amount of such increases.

Effective July 3, 2010 the salary rate of each employee on the payroll on July 3, 2010 shall be increased by an amount equal to 2.25% thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

Effective July 3, 2010 the salary rate of each employee on the payroll on January 1, 2010 shall be eligible to participate in a merit award program. The pool available for such program shall be 1.25% of the total salaries of the bargaining unit, calculated after implementation of the raise in the previous paragraph. The specific provisions of the merit program shall be determined by the parties within 30 days following the execution of this agreement.

Effective July 3, 2011 the salary rate of each employee on the payroll on July 2, 2011 shall be increased by an amount equal to 2.25% thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

Effective July 3, 2011 the salary rate of each employee on the payroll on January 1, 2011 shall be eligible to participate in a merit award program. The pool available for such program shall be 1.25% of the total salaries of the bargaining unit, calculated after implementation of the raise in the previous paragraph. The specific provisions of the merit program shall be determined by the parties within 30 days following the execution of this agreement.

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired, or transferred out of the bargaining unit (but remained in the employ of the employer) during the period between July 5, 2009 and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.

Section 31.2 Merit Award Process

A. In order to be eligible to receive base rate increases from a Merit Pool, a bargaining unit member must be rated as "Satisfactory" (i.e. adequately completing his/her job responsibilities as identified in his/her job description) by their Immediate Supervisor/Principal Investigator during the most recent performance evaluation process, or have not received written notification of less than satisfactory job performance.

B. Written notice of less than satisfactory job performance, including what steps must be taken and in what time frame they should be taken in order for the employee to receive a satisfactory evaluation, must be provided to bargaining unit members at least ninety (90) days in advance of the merit award dates in Sections 30.2 C and D below, and the bargaining unit member must be re-evaluated prior to those merit award dates.

C. Effective July 1, 2007, the Merit Pools shall be divided between all eligible bargaining unit members by awarding each eligible unit member

an increase in his/her base pay between \$500.00 and \$1500.00 until the total funds in the pool have been distributed.

D. All bargaining unit members who received a less than satisfactory job performance evaluation, and so are deemed to be not eligible for the Merit Pools, shall be notified by the Employer/University Administration's Human Resources Office prior to the date of payment of any Merit award. Any member wishing to respond to such a less than satisfactory evaluation shall notify in writing the Employer/Human Resources Director within three (3) working days of receipt of said notification, and a meeting, or an agreement to meet, shall take place within five (5) working days. The Employer/Human Resources Director's decision is grievable to Step 3 of the Grievance and Arbitration Procedure.

Section 31.3 Salary Adjustment

Individuals will have the opportunity to request of the Principal Investigator a salary adjustment and a review of such a request. Each unit member shall provide the Human Resources office with a copy of his/her salary adjustment request. Human Resources shall then notify the Union on a regular basis (monthly) about all requests made for salary adjustment and the disposition of each request.

Effective July 1, 2009, bargaining unit members may be eligible for additional compensation based on the following:

A. Additional compensation for the performance of job duties, without a change in title, which are to be performed or which were performed for a period of less than one year. Such compensation will be paid in the form of a stipend, the amount of which will be determined by the Immediate Supervisor or Principal Investigator, and approved by the Chancellor or his/her designee. It is agreed that such stipend will not be considered as part of the unit member's base salary and shall not be considered as base salary for purposes of determining future changes in salary, retirement, or other salary based benefits.

B. Additional compensation for the performance of additional job duties without a change in title, related to the unit member's normal duties, and which are to be performed for a period of more than one year. Such compensation may be paid in the form of a stipend, or as an increase to the

individual's base pay, the amount of type of pay to be determined by the Immediate Supervisor or Principal Investigator, and approved by the Chancellor or his/her designee.

C. Additional compensation which represents a recognition of a meritorious service by a unit member and which will be paid in the form of stipend, the amount of which will be determined by the Immediate Supervisor or Principal Investigator, and approved by the Chancellor or his/her designee.

D. Additional compensation for significant levels of education or valuable equivalent professional experience achieved and maintained by the bargaining unit member, related to the unit member's normal duties. Such compensation may be paid in the form of a stipend, or as an increase to the individual's base pay, the amount or type of pay to be determined by the Immediate Supervisor or Principal Investigator, and approved by the Chancellor or his/her designee.

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 31.1 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

Section 33.1

In the event that the Office of Research Administration or the University of Massachusetts at Lowell is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Article 1.1 shall remain distinct and this Agreement shall remain in full force and effect.

Section 33.2

In the event there is a successor or successors in interest to the Office of Research Administration, to the University of Massachusetts Lowell, or to the Board of Trustees of the University of Massachusetts such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.

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 there under, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the parties agree to reopen negotiations on the provision(s) found to be null and void.

Article 35 Effect of Agreement

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.

Article 36 Probationary Period

A. During the first six (6) months of service at the University, an employee shall be in his/her probationary period. During the probationary period, a bargaining unit member shall not have recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

B. If a bargaining unit member requests and is granted an unpaid leave of absence under Article 18 Unpaid Leaves 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.

C. The purpose of the probationary period is to make a determination relative to the continuation of the individual's employment. In order to assist a bargaining unit member to complete successfully the probationary period, the Principal Investigator or designee shall advise him/her of any deficiencies and give him/her the opportunity for corrective action. The method for providing this feedback will include completion in writing of a performance appraisal at any reasonable time up to one week prior to the end of the first six months of employment, except as allowed in Section B above.

D. By mutual consent of the Union, the employee, and Management, an individual's probationary period may be extended for a period of up to an additional three (3) months.

E. Individuals who are terminated or separated from service from the Research Foundation, for reasons other than being laid off, and are rehired will be subject to a new probationary period.

Article 37 Supervision

The University and the Union jointly agree that effective supervision is essential for high productivity and employee morale, and that it is the goal of the University that every bargaining unit member shall receive the best possible supervision. Toward that end, the parties agree that the University will make every effort to provide ongoing training and support for bargaining unit members who are supervisors. Nothing in this section shall prohibit the University from making such training available to supervisors who are not in the bargaining unit. The "Supervisory Leadership Transformation" project implemented at the UMass Amherst campus will be examined for possible use for this bargaining unit. The Labor-Management Committee will provide oversight regarding the implementation of programs designed to institute and maintain high quality supervision.

Article 38 Professional Development

A. Unless subsumed under the Labor/Management Committee, a Professional Development Committee shall be established with the goal of engaging the University and the Union in a mutual search for financial support for professional development and capacity building. This would include professional development opportunities such as specialized training or coursework in curriculum development or grantwriting, not available at the University. The work of unit members provides value added for the University. Such outside opportunities would provide important ideas and stimulation for developing the capacity of unit members and projects to gain further funding.

B. For the period July 1, 2007 through June 30, 2010, \$250 will be made available to each unit member to support professional development. Professional development supported by such funding shall typically include expenses such as books, professional subscriptions, travel, and membership in professional associations. Other requests will be considered on a case-by-case basis.

Article 39

Duration

Section 39.1

This agreement shall be for the period July 1, 2009 through June 30, 2012 and the terms and conditions herein shall become effective on July 1, 2009 unless otherwise specified.

Section 39.2

Should a successor Agreement not be executed by June 30, 2012, 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 commence on or after January 1, 2012.

Section 39.3

This Agreement shall remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Confidentiality Illness Certification

The information requested on this document must be provided on the letterhead of the attending Medical Provider.

I, (Medical Provider), as the medical provider for (Employee), have reviewed his/her job description and certify that he/she was (circle one) unable / able to perform his/her duties on (Dates) because he/she was incapacitated by personal illness or injury.

After reviewing the attached job description, the above referenced employee was unable to perform (specify the duty or duties the employee could not perform)

This employee was / is capable of returning to work commencing

Medical Provider

Print Name _____

Signature _____

This is to authorize the employer if necessary to contact the above-cited Medical Provider to clarify information requested in this form in order to verify any claims made pursuant to the filing of this certificate.

Employee

This certificate along with any and all other information obtained pursuant to the filing of the certificate shall be kept confidential by the Employer and shall not be subject to the inspection, examination or copying by any other agency of government or by any other person without the specific written authorization of the employee.

**Memorandum of Agreement
between the
Board of Trustees of the University of Massachusetts
on behalf of University of Massachusetts Lowell
and the
Grant and Contract Funded Employees Association of the
Massachusetts Teachers Association**

Effective July 1, 2007, and each July 1 thereafter, the University of Massachusetts Lowell agrees to contribute a lump-sum payment equivalent to two-tenths of one percent (0.2%) of the total annual base salary of employees in the bargaining unit as of July 1, 2007 to the Health and Welfare Trust Fund pursuant to Article 23 of this Agreement. The provisions of Sections 2 and 3 of Article 23 shall apply to the above contributions. The above contributions shall be used in a manner consistent with the provisions of Section 1C of Article 23.

**Memorandum of Agreement
between the
Board of Trustees of the University of Massachusetts
on behalf of University of Massachusetts Lowell
and the
Grant and Contract Funded Employees Association of the
Massachusetts Teachers Association**

July 1, 2009 to June 30, 2012

Effective July 4, 2009, the 0.3% special campus needs pool will be divided equally among Union unit members, to create a flat amount that will be added to the base pay of each member on a per capita basis.

A \$250 professional development reimbursement opportunity is to be established by dividing roughly \$32,500 of the current FY08/FY09 special campus needs pool among all unit members. For the period July 1, 2007 through June 30, 2010, \$250 will be made available to each Union unit member to support professional development. There will be a process for distributing professional development funds. The University will set up an account number. To receive the benefit, a bargaining unit member would have to submit receipts of the professional development expenditure in order to be reimbursed out of the 0.3% account. After July 1, 2009, receipts of new professional development expenditures would have to be submitted within 120 days, after which they may be treated as income and therefore taxable.

Professional development supported by such funding shall typically include expenses such as books, professional subscriptions, travel, and membership in professional associations. Other requests will be considered on a case-by-case basis. The Union shall let all unit members know of the \$250 reimbursement opportunity.

The remainder of the 0.3% pool from FY08/FY09 will be used for H1B visa expense reimbursements (\$1,000) and severance stipends (up to \$2,000) for Union unit members.