

MTA Maintenance  
and Trades  
Bargaining Unit  
2007-2008

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## PREAMBLE

This Agreement entered into by the UNIVERSITY OF MASSACHUSETTS, LOWELL (hereinafter "Employer") and THE MAINTENANCE AND TRADE UNIT/ MASSACHUSETTS TEACHERS ASSOCIATION/NEA (hereinafter "Union"), will set forth procedures for equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and has as its purpose the promotion of harmonious relations between the Employer and the Union. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

It is understood that the Chancellor/CEO of the Lowell Campus is the Appointing Authority or his /her designee and shall implement, to the best of his/her ability, and at all time in good faith, the articles and sections of this Agreement. The parties specifically agree that the statements made in this preamble are not subject to the grievance and arbitration provision of this Agreement.

ARTICLE 1  
RECOGNITION

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

A regular part-time employee is defined as: an employee who works 50% of the expected hours of a full time employee. They will be eligible for all benefits enumerated in the Collective Bargaining Agreement, on a pro rata basis.

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

THE FOLLOWING REPRESENTS THE TITLES IN THE BARGAINING UNIT AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

FACIL SER WORKER I	5
FACIL SER WORKER II	6
TRADES WORKER (CONST)	10
TRADES WORKER (MECHA)	10
SKILLED LABORER	10
MOTOR EQUP MECH I	13
MOTOR EQUP MECH II	15
MAINT EQUP OPER	13
PAINTER I	13
CARPENTER I	13
CARPENTER II	15
LOCKSMITH I	13
MASON	13
MAINT WORKING FOREMAN	14
ELECTRICIAN I	14
ELECTRICIAN II	16
PLUMBER & STEAM FITTER I	14
PLUMBER & STEAM FITTER II	16
STOREKEEPER I	9
STOREKEEPER II	11
STOREKEEPER III	13

STOREKEEPER IV	15
HVAC & REFRIG MECHANIC I	13
HVAC & REFRIG MECHANIC II	16
STEAM FIREMAN	13
STEAM FIREMAN/JANITOR	12
STEAM FIREMAN/JANITOR II	13
3RD CLASS P.P. ENGINEER	16
2ND CLASS P.P. ENGINEER	18
MAINTAINER I	9
MAINTAINER II	11
MAINTAINER III	13
MAINTENANCE EQUIP OPERATOR I	13
MAINTENANCE EQUIP OPERATOR II	14
MAINTENANCE EQUIP OPERATOR III	15
MAINTENANCE EQUIP OPERATOR IV	16
MOTOR TRUCK OPERATOR	10
MAINTENANCE SPECIALIST I	14
BUILDING MAINTENANCE SUPERVISOR I	17

ARTICLE 2  
RULES AND REGULATIONS

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

ARTICLE 3  
UNION SECURITY

Section 1. The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her Union dues Checkoff authorization by giving at least (60) days notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 3. An employee may consent in writing to the authorization of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear, the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 4. The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fee are transmitted, provided that the Employer is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the University/Administration for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Employer.

ARTICLE 4  
AGENCY SERVICE FEE

Section 1. Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by the employees who are members of the Union.

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

Section 3. The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee.

The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

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

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Service Fee Checkoff Article, and the Union hereby agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the Employer.

ARTICLE 5  
UNION BUSINESS

Section 1. 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. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 2. Except as hereinafter provided, Local Union business shall be conducted by Union stewards and officials on off-duty hours. Union stewards and officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No steward or other representative of the Union shall at any time use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee. The Union will furnish the Employer with a list of Union stewards and their Jurisdictions.

Section 3.

- A. Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require prior approval of the CEO or his/her designee. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.
- B. Leaves of absence without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.
- C. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor-management meetings. Such leave will require the prior approval of the CEO.

Section 4. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of one (1) or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or the extension thereof.

Section 5. Representatives and officers of the Union may be granted leave of absence without

loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO. Witnesses called by the Union to testify at a Step 2 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages). All leave granted under this section shall require prior approval of the CEO.

Section 6. The Union will have access to space within the University for the purpose of handling Union business and for the storage of material(s) necessary to conduct Union business. The Union shall be permitted to use the same or similar facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the Agreement.

Section 7. The Union shall have access to space at the University, in a conspicuous area, where notices are usually posted by the employer for employees to read. This space is to be used by the Union to erect a bulletin board for the purpose of posting information of interest to the members of the Union. The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or fraction thereof.

Section 8. The Employer, when requested, shall be required to provide the Union with the following information:

- A. Every three months a list of all new employees in the bargaining Unit, date of employment and classification.
- B. Every six months a list of all employees who have been terminated.
- C. A list of all employees who withdrew checkoff authorization within two months of such withdrawal.
- D. A list of employees in each bargaining unit., including title and last date of hire. Such lists shall be updated each six months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Section 9. Where the Employer provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the union with the employees.

ARTICLE 6  
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital status.

Section 2. The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital status specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action. The Employer and the Union agree that all forms of discrimination including sexual harassment are illegal practices that will not be condoned in the workplace. Sexual harassment shall be considered as an act of sex discrimination for the purpose of this Article. The University and the Union further agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination.

Section 3. This Article shall be in accordance with all applicable federal and state laws.

Section 4. Any charges of discrimination in violation of this Article made by an employee covered by this Agreement, shall be subject to University's Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the grievance and arbitration procedure contained in Article 29 of this Agreement.

Any disciplinary actions taken against employees covered by this Agreement shall be subject to either the University's Equal Employment Opportunity grievance procedure or the grievance and arbitration procedure contained in Article 29 of this Agreement but under no circumstances may an employee utilize both grievance procedures.

ARTICLE 7  
WORKWEEK AND WORK SCHEDULES

Section 1.

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty hours per excluding meal periods. The workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive. All employees in continuous operation shall receive two consecutive days off in each seven-day period.
- B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.
- C. When the Employer desires to change the regular work schedule of an employee the Employer shall give the affected employee at least seven (7) consecutive (calendar) days written notice of such contemplated change, except in the case of documented emergencies involving the protection of the property of the Employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.
- D. Each employee shall be required to record his/her attendance in accordance with the procedure presently established by the Employer

Thirty (30) days prior to any change in the existing method of recording attendance, the Employer will notify the Union in writing of such change and will meet and confer with the Union to discuss such change, in accordance with the provisions of M.G.L. Chapter 150E.

Section 2.

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate of pay for all authorized overtime work performed up to forty (40) hours per week or eight (8) hours per day that is in excess of his/her regular workday.
- B. Compensatory time off in lieu of payment compensation for overtime work may be requested by the employee and granted at the option of the CEO or designee. Such requests shall not be unreasonably denied though it shall be the responsibility of the employee to provide sufficient notice in request of such time. Compensatory time accrued within one week prior to the end of the quarter earned must be used or shall be paid on the following dates: January 31, April 30, July 31, and October 31.

The CEO or his/her designee shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked beyond his/her normally scheduled workday.

This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the CEO or his/her designee

- C. With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for purposes of calculating overtime compensation. This provision shall not be implemented until campus based labor-management committees have developed guidelines.
- D. There shall be no duplicating or pyramiding of the premium pay for overtime worked provided for in this Agreement.
- E. The CEO or his/her designee shall send out checks for overtime no later than the next payroll period following the payroll period of the overtime worked.
- F. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek.
- G. The provisions of this Section shall not apply to employees of full travel status.
- H. In instances where no employee can be found to perform overtime work, shall assign such work to the least senior employee who possesses the correct license, certificate, etc. to perform this assignment. The assignment shall consist of maximum of eight (8) hours forced overtime in a twenty four (24) hour period.
- I. In the event that the Employer determines that the operational or personnel needs of the University are best served by the transfer of a specific employee from one work location to another within a department, such transfer shall be made only after volunteers have been initially sought.

Should the call for volunteers fail to yield a sufficient number of employees, the Employer may seek to transfer employees consistent with past practice.

Both the Employer and the Union agree to joint labor/management meetings to further address the above reassignment process.

The Employer agrees that the normal practice of re-assignment of staff shall be limited to once in any contract year. However, when a more frequent schedule is required, the employer shall agree to provide the union with thirty (30) days notice and reasons for reassignment. The parties agree to meet prior to any actual reassignment.

Section 3. Except as provided herein, a meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee.

Section 4. Employees shall be granted two fifteen minute rest periods per work day of at least 1/2 hours, but separate from the meal period.

Section 5. An employee who has left his/her place of employment after completing work on his/her regular shift is called back to work prior to commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

#### Section 6. Shift Differential

- A. Employees rendering service on the second shift (commencing at 1:00 PM or after and ends no later than 2:00 AM) shall receive a shift differential of 50 cents (\$.50) per hour for each hour worked. Employees rendering service on a third shift (commencing at 9:00 PM or after and ends no later than 9:00 AM) shall receive a shift differential of 75 cents (\$.75) per hour for each full hour worked. All employees starting shifts at or after 1:00 PM on Friday and finishing at or before 9:00 AM s on Monday shall receive a shift differential of one dollar (\$1.00) for each full hour worked.
- B. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this section.
- C. For employees who are required to work a second or third shift as governed by paragraph C of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift. For the purpose of overtime compensation the following procedure shall be followed:
  - STEP 1: Compute the number of hours worked;
  - STEP 2: Compute the number of premium hours worked, as determined by this agreement;
  - STEP 3 Determine the employees "base rate"(base rate is defined as appropriate hourly rate plus shift differentials or any and all other stipends as contained in this agreement).
  - STEP 4: Multiply the employees base rate by the number of hours compensable over and above the normal workweek as contained in this Agreement. This product when added to the normal workweek rate will reflect the compensation due for that week.

#### Section 7. Essential Personnel

On an annual basis the University shall designate "essential personnel" in a number it deems necessary to allow the University to resume normal business operations following weather or other emergency. During University Closings due to inclement weather or other emergencies, essential personnel shall be required to come into work during their normal shift and perform their regular duties as needed to allow the University to resume normal business operations.

Essential personnel shall be compensated on an hour for hour basis for actual time worked.

ARTICLE 8  
LEAVE

Section 1. Sick Leave

- A. A full time employee shall accumulate sick leave pay credit at the rate of one day for each full payroll month for a total of 12 days per year. An employee on any leave with pay or industrial accident shall accumulate sick leave.
- B. A part time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted, at the discretion of the CEO or his/her designee to an employee under the following conditions:
  - (1) when an employee cannot perform his/her duties because he/she is incapacitated by personal illness, injury;
  - (2) when the spouse, domestic partner, child or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of ten days(10) per fiscal year, except in cases of demonstrated medical emergencies or life threatening/terminal illness in which case an employee may use up to fifteen (15) days; and
  - (3) when through exposure to a contagious disease, the presence of the employee at his/her work location would jeopardize the health others;
  - (4) when an employee is absent due to excessive use of alcohol or narcotics and becomes, and continues to be, an active participant in an approved counseling service program.
  - (5) to keep appointments with health care professionals. In such instances the normal requirements of advance notice will be at least five (5) working days. However, the parties recognize that on occasion an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.
- D. A full-time employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated sick leave time for that pay period calculated as a portion of the number of hours worked in that pay period. This provision shall be implemented consistent with the date of implementation of the PeopleSoft Human Resources Information System.

- E. Whenever the Employer has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of consecutive five days, the Employer may require the employee to present a physician's statement indicating the medical reasons for any absence on account of sickness. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the Employer may, at the discretion of the Employer, result in the absence being treated as absence without pay.
- F. The Employer may require that an employee, wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the University/ Administration and/or by a physician of the employee's choosing. If the University/ Administration requires the employee to be examined by its designated physician, the Employer shall assume the cost of the examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.
- G. Sick leave must be charged against unused sick leave credits in units of one half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.
- H. Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or, if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided elsewhere in this Article.
- I. Any employee 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. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the University/ Administration where such absence was caused by:
  - (1) Illness of said employee;
  - (2) Dismissal through no fault or delinquency attributable solely to said employee;  
or
  - (3) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workman's Compensation benefits.
- J. A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

- K. Notification of absences under this Article must be given to the designated representative of the Employer as early as possible on the first day of absence, in no event shall notice be communicated later than one half hour before the start of the scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Employer, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.
- L. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).
- M. Employees whose service with the University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.
- N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- O. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or receives injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injury would be entitled to benefits under M.G.L. CHPT 152 shall, if entitled under CHPT 30, SECT, 58 of the MGL be paid the difference between the weekly cash benefits to which he/she would be entitled under said CHPT 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

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

<u>Sick Leave Used</u>	<u>Sick Leave Cashed In</u>	<u>Cash-In Value</u>
0 days	6 days	6 Days
1 day	5 days	5 days
2 days	4 days	3 days
3 days	3 days	2.25 days
4 days	2 days	1 day
5 days	1 day	0.5 days
6 days	0 days	0 days

To be eligible for the cash-in program, as noted above, an employee may not have unexcused tardiness for more than 5% of their work days.

Section 2. Personal Leave

Except as noted below, effective January, 2002 and annually thereafter, on the first payroll of the new calendar year, full-time employees shall be credited with three (6) paid personal leave days, which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member and approved by the supervisor. The bargaining unit member will forfeit any personal leave not taken by the last payroll date of the payroll month of December. 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 calendar 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 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 full payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited</u>
January 1 to March 31	6
April 1 through June 30	4
July 1 through September 30	2
October 1 through December 31	0

For the period July 1, 2001 through December 2002 each full time bargaining unit member on the payroll as of July 1, 2001 will be credited with nine (9) paid personal leave days which must be used or forfeited by the last payroll day of the payroll month of December 2002. Full time bargaining unit members hired into the unit after the first payroll day of the month of July 2001 and prior to the last payroll of December 2001 shall be credited with three (3) days in addition to amounts listed in the schedule above.

Personal leave days for part-time employees will be granted on a pro-rata basis.

Section 3. Bereavement Leave

Upon evidence satisfactory to the Employer of the death of a spouse, domestic partner, child (biological, adopted or step), parent, brother, sister, grandparent, or grandchild, of an employee; or parent of a spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive work days.

In addition, a maximum of two (2) consecutive working days shall be available for use by an employee in case of the death of the employee's spouse's brother, sister, grandparent, or step-grandchild or the employee's son- or daughter-in-law.

A maximum of one (1) work day shall be available for use by an employee in case of the death of the employee's aunt or uncle.

Section 4. Voting Leave

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

Section 5. Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
  - (1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed 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 purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth on any Town, City, or County of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any Town, 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. The employee may retain any fees paid to an employee for court service performed during a vacation period. The employee shall retain expenses paid for travel, meals, and rooms. etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60, of C. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty not exceeding seventeen days as a member of a reserve component of the amended forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee under Section 59 of Chapter 33 of the MGL as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940 shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as, amended, be deemed to be or 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 7. Family & Medical Leave Act

The Employer shall implement the Family and Medical Leave Act in a manner consistent with Board of Trustees' Policies. The parties agree to meet by October 1, 2007, to review the policies and practices related to the use of the FMLA.

Section 8. Education Leave

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

Section 9. Unpaid Personal Leave

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

Section 10. Notice of Benefits

The Employer shall continue to inform through the payroll system, each bargaining unit member of available sick leave, vacation leave, and personal days accumulated.

ARTICLE 9  
VACATIONS

Section 1.

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

<u>CONTINUOUS SERVICE</u>	<u>VACATION CREDIT</u>
less than fifty-four (54) months	5/6 day per month (total of ten (10) days per year)
fifty-four (54) months, but less than less than one hundred fourteen (114) months.	1 1/4 days per month (total of fifteen (15) days per year)
one hundred fourteen (114) months, but less than two hundred thirty four (234 months).	1 2/3 days per month (total twenty (20) days per year)
two hundred thirty-four (234) months or more.	2 1/2 days per month (total of 25 days per year)

- B. For determining vacation status under this Article, “creditable service” only shall be used. All service beginning on the first working day of the first full month at the facility where rendered, and all service thereafter becomes “creditable service” provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee’s vacation status all “creditable service” from the first working day at the facility up to the end of each full month of service rendered shall constitute the “creditable service” which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that “creditable service” , if any, which he/she had at the termination of the predecessor Agreement.

Section 2. A regular part-time employee shall be granted vacation in the same proportion that his/her part-time service bears to full-time service.

Section 3. Vacation leave accrued during any month shall be credited on the last day of the month based on the employee’s full-time equivalent status on the date and shall be available for use the following day.

Section 4. An employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated vacation leave time for that pay period calculated as a portion of the number of work days in that pay period that were worked. This provision shall be implemented consistent with the date of implementation of the PeopleSoft Human Resources Information System.

Section 5. An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 6. The Employer shall grant vacation leave within twelve (12) months after it is credited; unless in the CEO's or his/her designee's opinion it is impossible or impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than fifty (50) days of vacation leave credit.

Section 7. Absence on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reason not provided for under said leave provisions), may be charged, unless otherwise notified by the employee to personal leave, if any, then to vacation leave, if any.

Section 8. Charges to vacation leave credit may be allowed in units of one-half (1/2) hour.

Section 9. Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll.

Section 10. An employee who is eligible for vacation under these rules, whose services are terminated for any reason other than dismissal for cause, shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used. An employee who is dismissed for cause shall be entitled to payment for any accrued but unused vacation leave up to a maximum of twelve (12) months accrued but unused vacation leave up to a maximum of twelve (12) months accrual calculated on the basis of the monthly rate applicable to the employee on the date of dismissal.

Section 11. An employee who is reinstated or reemployed 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 Employer is secured for any of the following reasons:

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely to the employee;
- C. Injury while in the service of the Commonwealth in the line of his/her duties and for

which the employee would be entitled to receive workmen's compensation benefits.

Section 12. An employee who is granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 of the Acts of 1941, as amended, and who, upon honorable discharge from such service in said armed forces, returns to the service of the University, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said armed forces but which had not been used prior to military leave.

Section 13. An employee who is reinstated after military leave, as referred to in Section 12 may be granted vacation allowance up to the equivalent of twelve (12) months accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits accrued by such an employee in any full month of employment after he/she returns from military service.

Section 14. Vacation leave shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 15. Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 16. Any employee wishing to exercise his or her seniority for vacation preference shall do so in accordance with current practice at their campus.

ARTICLE 10  
HOLIDAYS

Section 1.

The following days will be paid holidays for employees:

New Year's Day	Martin Luther King Day
President's Day	*Evacuation Day
Patriot's Day	Memorial Day
*Bunker Hill Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
	Christmas Day

\*Suffolk County Holidays

Section 2. All holidays shall be observed on the Commonwealth's legal holiday unless the CEO or his/her designee designates an alternative day.

Section 3. When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4. When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days, he/she at the option of the Employer, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday, unless agreed other wise by the CEO or his/her designee and the employee, to be taken at a time designated by the employee and approved by the CEO or his/her designee.

Section 5. An employee required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Employer because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition for the holiday worked.

Section 6. An employee who is on leave without pay or who is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

Section 7. An employee scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absence without pay unless the unit member properly notifies the University/ Administration at least one half (1/2) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement warrants the granting of paid leave of absence for such day. In extraordinary circumstances beyond

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

Section 8. An employee not otherwise entitled to the Suffolk County Holidays pursuant to Section 1 above, and who is scheduled to work on such a holiday, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken at a time designated by the employee and approved by the Employer, but usually within sixty (60) days.

Section 9. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, the rules for observing such holiday shall be consistent with the Commonwealth of Massachusetts covering such observance. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 5. If such day off cannot be granted for reasons satisfactory to the Employer, such employee shall be given a day off in lieu thereof, or shall be paid compensation therefore, in accordance with the provisions of the preceding Section 5.

ARTICLE 11  
EMPLOYEE EXPENSE

Section 1.

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the University Travel Policy T92-031. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.
- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office and his/her temporary assignment whichever is less.
- C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Chief Executive Officer, an employee's home may be designated as his/her regular office by his/her Supervisor for the purpose of allowed transportation expense in cases where the employer has no regular office or other work location.

Section 2. Bargaining unit members who have his/her day extended by three (3) hours either by a call back or additional hours, shall receive, after three (3) hours, a meal stipend of \$ 5.00 for the first six (6) hours then \$5.00 for every four (4) hours thereafter.

Section 3. All reimbursements for meals shall be in accordance with the University Travel Policy, T92-031, as amended from time to time.

ARTICLE 12  
EMPLOYEE COMPENSATION

Section 1. Annual Salary rate Increases

The following general salary increases shall apply to all bargaining unit members.

Article 12 – Employee Compensation

**Section 1. Annual Salary Rate Increases**

- A. Effective April 3, 2005, the salary rate of each employee employed on such date shall be increased by an amount equal to two percent (2%) thereof based on a performance rating of at least “Satisfactory” on his/her most recent performance evaluation.
- B. Effective January 1, 2006, the salary rate of each employee employed on such date shall be increased by an amount equal to two percent (2%) thereof based on a performance rating of at least “Satisfactory” on his/her most recent performance evaluation.
- C. Effective January 1, 2007, the salary rate of each employee employed on such date shall be increased by an amount equal to two percent (2%) thereof based on a performance rating of at least “Satisfactory” on his/her most recent performance evaluation.

Effective July 8, 2007, a 3.0% salary base rate increase will be implemented. However, in the event that the Commonwealth allocates additional resources for payroll for the current contract year, the Employer agrees that such increase shall reflect the higher amount allocated by the Commonwealth.

- D. Employees hired, reinstated, or reemployed on or after 7/1/2001, as well as employees transferring into this bargaining unit from a bargaining unit not covered by this agreement on or after that date, shall be paid in accordance with the salary schedules provided in Appendices B-1 through B-4 of this agreement.

Section 2. Employees who receive a “does not meet expectations” rating on the annual evaluation shall not be eligible to receive salary increases provided in Section 1 of this Article, nor any step increases provided. Employees who receive a “does not meet expectations” rating will have their performance reviewed on a monthly basis in accordance with Article 24 of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a “meets expectation” rating.

Section 3. The salary rate for an employee hired, reinstated, or reemployed on or after July 1, 2001 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

#### Section 4.

- A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless the CEO or his/her designee denies him such step rate. Except as provided below an employee shall progress from one step to the next higher step after each fifty two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determine within this Article. Effective July 1, 2001 the date for step rate increases of all unit members who will proceed to Step 13 during Fiscal Year 2002, shall be January 1, 2002 and annually thereafter.
- B. In the event an employee is denied a step rate increase by his/her Supervisor or his/her designee, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.
- C. Whenever an employee paid in accordance with the salary schedules provided in this agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:
  - 1. Determine the employee's salary rate at his/her current job group;
  - 2. Effective July 1, 2005, for each grade increase which results due to a promotion or reallocation, multiply the employee's current salary by two and one half percent (2.5%) per grade increase, i.e. a one grade promotion @ 2.5%; a two grade promotion @ 5%; a three grade promotion @7.5%, etc
  - 3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
  - 4. The employee's salary rate shall be the first rate in the higher job group, which at least equals the resultant amount.

#### Section 5. General Provisions

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

Section 6. A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 7.

- A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.
- B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 3, paragraph "B".
- C. An employee entering a position within a bargaining unit covered by this agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 8. 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 1, 2001 and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.

ARTICLE 13  
GROUP INSURANCE

Section 1. The Commonwealth and each covered employee shall pay the monthly premium for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of Coverage that is provided for him/her and his/her dependents under the Plan.

ARTICLE 14  
HEALTH & WELFARE

Section 1. The parties have agreed to continue the Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the “trust agreement”) provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Effective January 1, 2006 the Employer agrees to contribute on behalf of each full-time equivalent employee the sum of twelve dollars (\$12.00) per week.

Effective January 1, 2008, there will be an increased employer contribution to Health and Welfare by \$1.00 per week per FTE employee.

Should additional funding be made available through an appropriation of the General Court, the parties agree to amend this Article to reflect the additional funding.

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

Section 3. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the Employer and the Union.

Section 4. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer’s liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 15  
TUITION REMISSION

The following Higher Education Coordinating Council Policy on Tuition remission and University policy on Tuition Waiver shall be applicable to bargaining unit members:

Section 1.

A. Full- time Employees

Eligibility1.

- a. All full-time employees who are paid from the 01 or 02 subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e, below).
- b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition benefits. A “dependent child” shall mean any natural, adopted, or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. No employee’s child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the Public College or University granting the tuition remission may waive this age limitation for an employee’s child who continues to meet the IRS standards of dependency.
- c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the child or spouse may complete such program with tuition remission provided that enrollment is continuous.
- d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program with tuition remission. The term “program” as used in this Section d and the above Section c shall include, but not be limited, any program of study begun at a Community College and continues without interruption through the bachelor’s degree at a State College or University.

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

#### Applicability<sup>2</sup>.

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

- a. For enrollment in and State supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. for enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College or University, fifty percent (50% ) tuition remission shall apply.

#### 3. Limitations

- a. Employees (or their spouses or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books and supplies.
- b. Employees (or their spouses or dependent children) must apply for admission and meet all admissions standards for the desired course/ program.
- c. Admission to all courses/programs in continuing education is on a space available basis.  
Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum of full tuition paying students, as determined by the administration, has not enrolled.
- d. Tuition remission benefits are non-transferable.

#### 4. Certification Process.

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

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

- b. Complete a “Certificate of Eligibility for System- wide Tuition Remission” (Appendix E) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee’s spouse or dependent child, the name and relationship of the individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.
- c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.
- d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

## 5. Continuation of Existing Benefits

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

## 6. Interpretation of this Policy

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

### B. Part-time Employees

#### 1. Eligibility

- a. All Part-time employees who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.
- b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitations and IRS dependency standards set forth in the Higher Education Coordinating Council’s System-wide Tuition Remission Policy shall apply to children of eligible part-time employment.

## Applicability<sup>2</sup>.

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

- a. For enrollment in and State supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. for enrollment in any non-State-supported course or program offered thorough continuing education, including any community service course or program at any Community College, State College or University, twenty-five percent (25% ) tuition remission shall apply.
- c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regents System Wide Tuition Police shall be applicable to eligible part-time employees.

### University Tuition Waiver Employees, Spouses, Domestic Partners and Dependent Children

#### 1. Eligibility

- a. All professional and classified employees of the University are eligible for tuition waivers. Professional and classified employees of the University shall be defined as those individuals who are 01 and 02 employees or trust-fund employees receiving University benefits and salary through the regular University of Massachusetts payroll
- b. Employees on sabbatical leave or leave of absence without pay are employees and should be considered eligible. Employees on disability or sick leave are employees and should be considered eligible. Any individual who has ceased employment and is on insurance-covered disability should not be considered eligible. Retirees are not eligible.
- c. A spouse, domestic partner and/or dependent children of full-time employees shall be eligible for tuition waivers, except that no employees dependent child beyond the age of twenty-five (25) shall be eligible for tuition remission benefits, provided, however, that the President of the University may, in exceptional circumstances and for good reason, waive, this age requirement for individual students who, although beyond the age of twenty-five (25), nonetheless meet the tests of dependency established by the IRS. Further, tuition remission benefits shall be of no application to any student enrolled at the University of

Massachusetts Medical School in courses leading to the M.D. degree. A full-time employee shall be considered any individual who is a forty three (43) week contract employee.

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

- d. If an employee leaves the employment of the University while a spouse, domestic partner or child is enrolled in a program of study, the spouse, domestic partner or child may complete the semester course already begun. At the end of the semester his/her eligibility ceases.
- e. If an employee who completed at least five (5) years of full-time service (or equivalent, as determined by the campus), dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child not currently enrolled in a program of study or degree program at the University shall be eligible for one such program of study or degree program. This five-year length of service does not apply to full-time faculty members or librarians except for those in the rank of lecturer or instructor.
- f. In the case of a spouse, domestic partner or dependent child who has begun a program of study prior to the official retirement date may complete his or her program provided the program of study is continuous.  
The benefits herein apply only to employees who are specified and are non-transferable.

## 2. Coverage

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

## 3. Effective date

This policy shall take effect at the beginning of the spring semester, 1983.

## Application<sup>4</sup>.

- a. Admission shall be governed by campus admission policies; spouses, domestic partners and dependent children shall meet all admission criteria to enroll and

shall meet campus program standards and requirements to continue.

- b. The request for tuition waiver must be approved by an employee's Department Head or Supervisor and the appropriate Admission's office (employees with a Baccalaureate degree must register through the Graduate School). An application for admission must be processed through the appropriate admissions office prior to registration.
- c. Waivers shall be granted on a semester to semester basis. Waivers shall be granted in the case of a spouse, domestic partner or dependent child only after the spouse, domestic partner or dependent child has met admission criteria, been admitted, and been billed for the courses for which he or she has enrolled.

## 5. Specific Benefits and Procedures

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

## ARTICLE 16 SENIORITY

### Section 1. Definitions

Seniority. The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, in a specific job classification covered by this Agreement.

### Section 2. Computation of Seniority

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

### Section 3. Days off & shift Assignments.

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

### Section 4. Termination of Seniority

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

- (a) Discharge for cause, resignation or retirement.
- (b) Acceptance of a settlement for total and permanent disability.
- (c) Absence from work for fourteen (14) days without valid reasons and without proper and timely notification to the appointing authority, except where excused therefrom by the appointing authority.

ARTICLE 17  
PROMOTIONS AND FILLING OF VACANCIES

Section 1. Posting of Vacancies

- A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted for not less than seven (7) working days. The Employer agrees to post to the best of their ability all anticipated vacancies, i.e. retirements, thirty (30) days prior to when the vacancy occurs. Posting shall occur in the following sequence;
  - 1. Within the bargaining unit;
  - 2. Outside the bargaining unit
  
- B. The notice of vacancy shall include the following:
  - 1. The Official Job Title
  - 2. Wage Grade with the Salary Range
  - 3. Application Closing Date
  - 4. A description of duties and qualifications. All related information necessary to make an informed career decision.
  - 5. Notice of any Selective Certification Restrictions.
  
- C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed in such notice.

Section 2. Selection

Positions shall be awarded at an appropriate time after consideration of applicants then available. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time the union shall be notified of the reasons for the delay. Reasons given under this section shall not be subject to Article 29, Grievance Procedure.

Section 3. Criteria

Prior to promoting, the employer will fill vacancies from volunteers pursuant to the following two paragraphs:

- 1. Selection between employees in the same title seeking a change of shift or days off without a change in job title. In the event two or more employees in the same classification (title) apply for a transfer to the vacant posted position selection shall be made on the basis of seniority.
  
- 2. Selection between employees in the same job title seeking a change in a work unit or

facility, within the jurisdiction of the appointing authority, without a change in job title. In the event two or more employees in the same classification apply for a transfer to the vacant posted position, selection shall be made on the basis of seniority.

The Employer in determining his/her selection to fill a position through the promotional process shall use a combination of the following factors:

1. Ability to do the job as determined by:
  - A. Experience and competence in the same or related work;
  - B. Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed. No time filling a position on a “working out of class” basis may be allowed for this purpose.
2. Work History, which will include evaluations, tardiness, absenteeism, and relevant disciplinary actions.
3. Classification Seniority

#### Section 4.

- A. An employee who has been promoted to a new position shall be on trial status for a period not to exceed ninety (90) calendar days. When any position requires that an employee successfully complete a formal training program, the trial period will commence upon successful completion of such program.
- B. If the employee’s work performance in the new position is not satisfactory to the Employer during this trial period, said employee shall revert back to his/her former position.
- C. If the promoted employee is not satisfied with the new position, he or she may elect to return to the former position within thirty (30) days after said promotion.
- D. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies resulting from an employee’s promotion pursuant to this Article, shall be filled temporarily or provisionally at least until the promoted employee has completed his/her trial period.

Section 5. Sections 1, 2, and 3 shall be subject to the Grievance Procedure set forth in Article 29.

ARTICLE 18  
OUT OF TITLE WORK

Section 1.

When an employee is assigned by the Employer to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her rate of pay as if performing his/her regular duties. An employee who is assigned by the administration to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 2.

- a. Any employee who is assigned by the Employer to a vacant position in a higher grade for more than thirty (30) days in any one hundred and twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. Whenever any employee is assigned to any vacant higher rated position he/she shall, no later than the tenth working day of his/her performing the higher rated position's duties, complete and transmit to his/her supervisor the form attached as APPENDIX A. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO or designee who shall thereupon determine whether the work assignment is or is not out of title work. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. A position shall not be filled on an out of title basis for longer than six (6) months.
- b. An employee who is assigned by the appointing authority to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

ARTICLE 19  
CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

- (a) The University/ Administration shall provide the union with a copy of the official classification specification of each title covered by this contract for which such a specification exists.
- (b) Each employee in the bargaining unit shall be permitted by the University/ Administration to have access to examine his or her class specification.

Section 2. Individual Appeal of Classification

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

ARTICLE 20  
CLASS REALLOCATION

Section 1. Class reallocation may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2. The Employer and the Union agree that the procedure provided in Section 1 shall be the sole procedure for class reallocations for all classes covered by this Agreement and no other class reallocations shall be granted.

ARTICLE 21  
LAYOFF & RECALL

SECTION 1. LAYOFF

- A. Subject to the provisions of Article 6, (Non Discrimination & Affirmative Action) in the event of a reduction in personnel, those employees who have the least seniority would be the first considered for release. For the purpose of this Article, Seniority - is defined as the length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as a member of the bargaining unit.
  
- B. As soon as possible after the Employer becomes aware, but in no event less than ninety (90) days, after the Employer becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the Chancellor or his/her designee shall notify the Union of such impending reduction. Thereafter, the Chancellor or his/her designee shall, within ten (10) working days, meet with the Union to discuss the impact of the layoff on the affected employee, including the availability of similar vacant positions on the campus and including the availability of any training program which may be applicable to the employees. In the event of an actual layoff, management will notify the Union not less than thirty (30) calendar days in advance of the layoff date and will send notice to the affected employees within five (5) working days after notifying the Union, in order that the affected employee has a minimum of twenty-five (25) days notice.
  
- C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower graded classification in the bargaining unit on campus, the duties of which the employee has the ability to immediately perform, seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit. Employees shall have five (5) working days to notify the Employer of their intention to exercise this right.

Section 2. RECALL

The employer shall maintain a recall roster, for two (2) years, from which employees, who were laid-off or displaced, will be recalled to in accordance with their seniority.

The Employer shall appoint employees on the recall roster, prior to the appointment of any other applicant, to vacant positions that are authorized to be filled in the unit for which the laid off or displaced employees meet the minimum entrance requirements as established by the Commonwealth of Massachusetts Human Resources Division. The Employer shall send written notices of positions, to each employee who is being recalled in order of their seniority, by First Class Mail return receipt requested, notifying them of the date of return, work location, shift assignment, the primary and dominant duties, and the salary for the position. Employees who have

received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice.

Notices of recall sent by the Employer to a laid-off/displaced Employee and the Employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail return receipt requested.

Failure to respond to the Employers recall shall result in removal of the person's name from the recall list and forfeiture of further recall rights. Any employee who declines such employment after having indicated that he/she would return to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights. A laid-off/displaced employee will remain on the recall roster for three (3) years or until he/she has the ability to be recalled to their previous position. Employees who are recalled to a position, other than their previous position, shall remain on the recall roster for a maximum of three (3) years or until they have the opportunity to reacquire their previous position.

Notices of recall sent by the Employer to a laid-off/displaced Employee and the Employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail. When an Employee has been bumped to a lower position his/her salary shall be the grade assigned to the specific position. The step shall be the same step the employee had attained prior to the bump. i.e. Grade 10- Step 4 reverts to Grade 8- Step 4.

Employees who are separated from employment as the result of the lay-off/bumping procedure and who are subsequently recalled to employment within thirty-six (36) months shall for the purpose of determining their salary upon recall be credited with their prior service and shall not upon recall be considered to be "rehired, reinstated or reemployed."

ARTICLE 22  
PROBATIONARY EMPLOYEES

Section 1. New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their employment; provided, however, that whenever any such employee shall, without break in service, have performed, on a part-time basis, the job whose specifications are the same as those of the position being so filled, such part-time service shall be credited toward fulfillment of the probationary requirement in such pro-rated amount as such part-time service bears to full-time service.

Section 2. The six (6) month probationary period for new employees required to attend a formal training program as a condition of employment, will commence on the first full day of employment upon successful completion of the program providing that the training program starts no later than three (3) months from his/her date of hire.

Section 3. There shall be no seniority during the probationary period, but upon successful completion of that period, the employee shall be credited with seniority from the date of hire.

Section 4. The Union shall represent probationary employees for the purpose of collective bargaining with respect to tours of duty and other conditions of employment.

Section 5. During the probationary period an employee may be disciplined or terminated without recourse to the grievance procedure; provided that no employee will be disciplined or discharged for lawful and protected Union activity.

Section 6. Any employee whose employment is severed must serve an additional probationary period upon employment, whether in the same or different job title; provided, however, that this requirement shall not apply to employees who are recalled.

Section 7. The purpose of the probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for the absence. The employee will be notified of this extension and the reasons for it. After prior notification to the Union and written approval of the affected employee the employer may extend the probationary period of an employee, for a period of no more than ninety (90) days.

Section 8. Upon mutual agreement of the Employer, employee, and the union, the probationary period may be extended up to ninety (90) days.

Section 9. At the completion of the first three (3) months of such probationary period and again at the completion of the fifth (5) month period, each probationary employee shall be evaluated by his/her immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluation and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Intermediate Supervisor or his/her designee.

ARTICLE 23  
PERSONNEL FILES

Section 1. The Institution shall maintain an official personnel file for each employee. Each employee shall have the right, to inspect his/her personnel file during regular business hours upon written request and by appointment, and shall have a right to a copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.

Section 2. The personnel file shall be one of the sources on which the administration bases decisions affecting the employment status of the employee and other decisions relating thereto. The personnel file shall include copies of official personnel correspondence with the employee. An employee shall receive a copy of any adverse material placed in his/her file and shall have the right to file a statement in response to any such material placed in his/her file. Any adverse material in an employee's file shall be removed after five (5) years upon written request of the employee; provided, however, that the appointing authority may, upon written request from an employee, remove any documentation of verbal warnings from the file after a period of two (2) years, if there have been no further disciplinary actions taken against the employee.

Section 3. Grievances relative to materials in the personnel file shall be limited to those materials that result in disciplinary action.

## ARTICLE 24 EVALUATIONS

Section 1. Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

1. Improve satisfaction and potentially reduces employee absenteeism, turnover, and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Actions goals through improved supervisor-employee communication;
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals;
5. Monitor the performance of probationary employees on a timely basis. Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the Job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the employee and the employer, it should be a continuous process.

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

Section 2. Performance evaluation of an employee shall be made annually by the immediate supervisor, following the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on a form similar to the one attached hereto as Appendix E. and shall be made on the basis of the following criteria;

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

Section 3.

- A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months In

advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Standard" rating.

- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level who has been so assigned.
- C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standard" rating.

#### Section 4 Evaluation Appeal Process

- A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:
  - 1. a one-time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period), or
  - 2. a 90 day re-evaluation period
- B. An appeal of the original evaluation shall be initiated at the President's level within 21 days. Appeals shall be held by a Tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by Management, and one (1) mutually agreed upon neutral third party. Prior to the implementation of this Section, the Union and Management will meet and agree on a list of third party neutrals.
  - 1. The standard of review to be applied by the Panel shall be solely limited to whether or not the final performance rating of "Does Not Meet Standards" was justified.
  - 2. The decision of the Tripartite panel shall be final and binding.
  - 3. Any employee having a "Does Not Meet Standards" rating overturned shall be made whole in as prompt a manner as possible.
  - 4. Any decision in favor of the employee will be effective from the month of the appeal forward.
- C. The re-evaluation period shall be 90 days in length. An employee shall have his/her re-evaluation done at the end of the 90 day period to determine if a "Meets Standards" rating has been achieved.

1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he or she shall be eligible for the denied Step and/or salary increase effective from the date of receiving the "Meets Standards" rating.
  2. At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" rating shall be able to make a one-time appeal of the re-evaluation rating to the Tripartite Panel. This appeal must be filed at the President's level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Does Not Meet Standards" review.
- D. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for Step purposes shall not be retarded.
- E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

Section 5. Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Personnel Officer at any reasonable time upon reasonable prior notice. Such employee shall have the right to file a written statement in response to any such evaluation.

Section 6. An employee may only grieve the evaluation procedures of this Article and only to the level of Step 4 of Article 29.

Section 7. It is understood and agreed that if the employer fails to evaluate an employee in a timely fashion, then the employer forfeits the right to evaluate that employee for the corresponding time period. Further, if the employer fails to evaluate an employee in accordance with the terms of this Article, then the employee's performance is deemed to meet expectations.

Section 8. Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Does Not Meet Standards" ratings.

ARTICLE 25  
SAFETY

Section 1.

- A. The employer shall comply with all applicable statutes, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the employee's workplace. The Employer agrees to provide a safe, work environment.
- B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L., Chapter 111F (Right to Know Law).
- C. Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., Tuberculosis, Hepatitis or AIDS etc.), the Employer shall forthwith make every reasonable effort to provide all person (s) in the work environment, with the appropriate training and advice.

Section 2. All work related injuries shall be reported to the appropriate individual immediately upon their occurrence in accordance with the procedures in effect at the Institution.

Grievances involving the interpretation or application of the provisions of this article may be processed through Step 4 of the Grievance Procedures set forth in Article 29 of this agreement, but shall not be processed to Step 5 thereof.

ARTICLE 26  
LABOR/MANAGEMENT COMMITTEE

In order to provide a means for continuing communications between the parties and in order to promote a climate of constructive employee relations a Labor Management. Committee shall be formed. Such committee shall be comprised of an equal number of representatives from Management and the Union. Such committee shall not be for the discussion of pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of Employer/Employee relations.

The parties agree that permanent agenda items for this Committee shall include Campus Safety, Work Hours, and Training.

The Committee shall meet at least once per quarter, or as often as mutually agreed upon, throughout the term of this contract

ARTICLE 27  
SICK LEAVE BANK

After a sick bank member who has drawn on the Sick Bank for ten (10) working days credit, shall have his/her case reviewed by the Sick Leave Bank Committee, which may, by majority affirmative vote, authorize the sick bank member to continue drawing on the Bank. This process shall be repeated after each successive period totaling ten (10) working days credit. Notwithstanding the foregoing, any bargaining unit member, who is a member of the sick leave bank, and has drawn on the Bank may at any time be disqualified from continuing to draw on the Sick Bank by majority vote of the Committee.

The Sick Leave Bank Committee will determine at what level the Sick Bank will be replenished. Prior to the granting of any time from the Sick Bank to any sick bank member by the Sick Leave Bank Committee, all sick bank members shall assign, in writing, to the Sick Bank all sick, personal, vacation, holiday days, which such sick bank member is entitled while that sick bank member has an outstanding balance to the Bank.

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

ARTICLE 28  
DISCIPLINARY ACTION

Section 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. The parties further acknowledge that it is not possible to agree upon the full range of potential corrective actions that may be taken by an employer or its representatives, particularly in a diverse University setting.

Section 2. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the University must serve an additional probationary period upon re employment, whether in the same or a different job title.

Section 3. Just cause may include, but not be limited to, the following:

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

Section 4. Recognizing the importance of counseling in effective corrective discipline, the parties agree that disciplinary action, when imposed, will progress from minor to severe for repeated failure to meet obligations except in those circumstances which have resulted or may result in harm to the University or its community.

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

Section 5. In the event that an employee is not given a hearing prior to the imposition of discharge, suspension or demotion for disciplinary reasons, then a grievance alleging a violation of Section 3. of this Article shall be submitted in writing by the aggrieved employee within seven (7) calendar days of the date such action was taken. The grievance shall be treated as a Step 2 grievance and Article 29 Grievance and Arbitration Procedure - shall apply.

Section 6. In the event that an employee is given a hearing prior to the imposition of discharge, suspension or demotion for disciplinary reasons, a grievance alleging a violation of Section 3 of this Article shall be submitted in writing by the aggrieved employee within seven (7) calendar days of the date such action was taken. The grievance shall be treated as a Step 3 grievance and Article 29 Grievance and Arbitration Procedure - shall apply.

Section 7. An employee shall have the right to request that a representative of the Union be present at any disciplinary hearing that is held.

ARTICLE 29  
GRIEVANCE AND ARBITRATION

Section 1. Introduction

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

Section 2. Definitions

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

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

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

Section 3. Procedures for Filing a Grievance

A. Step 1. Informal - Immediate Supervisor and/or Department Head

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

#### B. Step 2. Department Head and/or Personnel Officer

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) working days after the expiration of the final time period provided for in Step 1, he/she or the Union shall file a written grievance with the Department Head. The Department Head and/or the Personnel Office or designee if appropriate in the judgment of the appointing authority, shall meet or arrange to meet with the Union and/or the grievant within five (5) working days to resolve the dispute and shall respond in writing within fifteen (15) calendar days from the conclusion of the Step 2 grievance hearing.

#### C. Step 3. Campus Chancellor or Designee

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) working days of receipt of the Step 2 decision, or the expiration of the time period provided for in Step 2 above, the Union and/or the grievant shall send a notice of this intent to the Campus Chancellor or designee (hereinafter in this Article "the Chancellor"). The Chancellor or designee shall meet or arrange to meet with the Union and/or grievant within ten (10) working days for review of the grievance and shall render a written opinion within twenty (20) calendar days from the conclusion of the Step 3 grievance hearing.

#### D. Step 4. University President

If the Union and/or the grievant elects to proceed to this step, then within ten (10) working days of receipt of the Step 3 decision, or the expiration of the time period provided for in Step 3 above, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or his/her designee (hereinafter in this Article called "President" and a copy of such notice with the Chancellor. The Chancellor shall forward, forthwith, a complete copy of the grievance record to the President. Within twenty-five (25) working days of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.

#### E. Step 5. Arbitration

Within 30 calendar days of receipt of the Step 4 decision, or the expiration of the time period provided for in Step 4 above, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

- a. The Union shall have the exclusive right to initiate arbitration of a grievance.
- b. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all four (4) prior Steps of the grievance procedure, except as otherwise

provided for in this Article.

c. The Union shall initiate arbitration by giving written notice to the President and Chancellor within 30 calendar days that it intends to submit a grievance to arbitration.

d. The arbitrator shall be selected and the arbitration conducted pursuant to normal American Arbitration Association procedures.

#### Costs of Arbitration

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

#### Section 4. Decision of the Arbitrator

A. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.

B. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall make his determination. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding including the Grievant and shall be enforceable in any court of competent jurisdiction.

#### Section 5. Union Representation

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

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

#### Section 6. Waiver and Admission

##### A. Waiver

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and may within twenty-five (25)

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

#### B. Admission

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

#### C. Grounds of Appeal

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

### Section 7. 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; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

## ARTICLE 30 MANAGEMENT RIGHTS

The Union and the University agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provisions shall be construed to restrain the University from management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine education and work standards; to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge employees; to contract out work; to control and determine the state of products which may be used by employees; to determine the time for work, staffing pattern and work area; to determine the method and place of performing work including the right to determine that the Universities work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work shifts and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standard of quality and quantity for work to be done; to determine whether any part or whole of its operation shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or reclassify employees; to determine the starting and quitting time; to require overtime, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the grievance and arbitration provisions herein.

ARTICLE 31  
SCOPE

Section 1. The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Massachusetts General Law Chapter 150E.; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matters pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the executing of this Agreement.

Section 2. No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

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

ARTICLE 32  
NO STRIKE

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

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

Section 3. The Employer agrees not to not engage in the lockout of unit employees.

ARTICLE 33  
SAVINGS

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

ARTICLE 34  
COST ITEMS

Section 1. The cost items contained in this Agreement shall not become effective unless appropriations necessary to full fund such cost items have been enacted by the General Court in accordance with Massachusetts General Law, Chapter 150E, Section 7 and allocated by the Governor to the University of Massachusetts, in which case the cost items shall be effective on the effective date provided in this Agreement.

Section 2. The Employer shall make a request for the funding of this Agreement as required by MGL, Chapter 150 E, Section 7. In the event the funding requested by the above section is not provided, the cost items shall be returned to the parties for further bargaining.

ARTICLE 35  
CONTRACTING OUT

Section 1. Prior to contracting out any work of a type traditionally performed in existing facilities by bargaining unit employees, the Employer shall make an estimate of the cost of the work to be done using overtime rates and compare this with the bid of the contractor(s). Where the in-house cost is lower, the Employer shall take into account scheduling, workload, and level of expertise to complete the work and then shall determine whether the bid should be awarded to a contractor or performed in-house on an overtime basis.

Section 2. Within a reasonable time prior to the Employer contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Employers jurisdiction for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placements possibilities, every effort will be made to seek matches of work skill and qualifications with available, comparable positions.

ARTICLE 36  
PARKING

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations. The Employer shall endeavor to maintain adequate lighting in all of said parking areas.

ARTICLE 37  
UNIFORMS

Where uniforms are required, such uniforms shall be provided by the Employer and shall include both work pants and work shirts. Policies regarding issuance, cleaning, maintenance, and replacement will be determined by the Employer after consultation with the Labor / Management Committee.

ARTICLE 38  
TECHNOLOGICAL CHANGE

- A. The employer and the Union recognize that automation and technological change are fast becoming an integral part of work in many work locations. Both parties are aware of the enormous impact these changes will have and are having on employees in which they perform work. The Employer and the Union are committed to making the transition to automation in as responsive a way as possible to the human issues of members of the Unit and the provision of service to the public.
  
- B. The Employer and the Union are committed to the concepts that technology was not intended to replace employees: that the transition be orderly and comfortable to the department and the employees: and that the Union will be allowed to provide input in developing and implementing the changes, as well as input in establishing health and safety guidelines: and that adequate and appropriate training be available to employees to provide job protection and advancement or retraining.

ARTICLE 39  
FAIR PRACTICES

Section 1. The University and the Union recognize their commitment to the policy of non-discrimination as stated in Article 6, Non-Discrimination and Affirmative Action. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

Section 2. Nothing contained herein shall be construed to deny or restrict to any unit member rights he/she may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law.

Section 3. The Union shall represent all persons in the bargaining unit without regard to race, color, religious creed, national origin, age, religious affiliation(if any), sex, marital status, handicap status, sexual orientation or participation in the activities of the Union.

ARTICLE 40  
SPECIAL CAMPUS NEEDS FUND

Upon receipt of funds by the University to cover the costs of this contract as provided in G.L. Chapter 150E, Section 7, an amount equal to 0.3 % of the total unit salaries as of July 8, 2007, shall be paid on an annual basis into the Special Campus Needs Fund to be expended within the MTU bargaining unit and distributed according to a plan administered by mutual consent of the parties. The parties agree to meet by October 1, 2007, to discuss the plan.

ARTICLE 41  
DURATION

This Agreement shall be for the one (1) year period from July 1, 2007, through June 30, 2008, and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. As a re-opener provision, the parties agree to keep open, continue to meet, and bargain in good faith regarding the terms of Article 7, "Workweek and Work Schedules," § 1, subsection A; Article 9, "Vacations," § 1, subsection A; and Article 37, "Uniforms," during the course of this current agreement. Further, the parties agree to meet on or before Tuesday, March 4, 2008, to commence negotiations for a subsequent agreement unless there is mutual agreement by the parties to change this date. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining

This agreement is between the UNIVERSITY OF MASSACHUSETTS, LOWELL and THE MAINTENANCE AND TRADE UNIT/MASSACHUSETTS TEACHERS ASSOCIATION/NEA and has a term of July 1, 2007, through June 30, 2008.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

For the Union:

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For the University:

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APPENIDX A

TEMPORARY WORK ASSIGNMENT FORM

This form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position. This form must be completed and submitted to your immediate supervisor no later than the tenth consecutive working day of your performance of the higher rated position's duties.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Title of Present Position

\_\_\_\_\_  
Title of higher rated positions to which  
you have been assigned.

\_\_\_\_\_  
Effective Date of Assignment

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Signature

IMMEDIATE SUPERVISOR

\_\_\_\_\_  
Name of Immediate Supervisor

\_\_\_\_\_  
Date Form Received from Employee

\_\_\_\_\_  
Title of higher position that you  
assigned to employee.

\_\_\_\_\_  
Effective Date of Assignment

\_\_\_\_\_  
Previous Incumbent of the Position

Reasons for Assignment:

Anticipated Duration of Assignment:

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY FORM TO THE HUMAN RESOURCES DIRECTOR AND A COPY TO THE DEPARTMENTAL SUPERVISOR

DIRECTOR OF HUMAN RESOURCES

Approval \_\_\_\_\_

\_\_\_\_\_  
Title of Higher Rated Position

\_\_\_\_\_  
Duration of Assignment

Reason for Disapproval

\_\_\_\_\_  
Signature of Director of Human Resources

\_\_\_\_\_  
Date of Signature

APPENDIX B  
ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to support the University's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to biweekly payroll system). The University and the Union will establish a Special Labor-management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems.

APPENDIX C  
DIRECT DEPOSIT

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

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

APPENDIX D

Within thirty (30) days following the execution of this agreement, bargaining unit members, except those who work a "straight eight", may request the opportunity to work through their lunch period and extend their workday to eight and one-half (8.5) hours. Such requests shall be made to the individual's immediate supervisor and shall not be unreasonably denied. Consistent with the provisions of Article 7, Section 2 time worked in excess of eight (8) hours in a day shall be paid at the employee's overtime rate.

This policy shall remain in effect for a period of six months at which time the Director of the Physical Plant and the Director of Human Resources shall meet to review the practice and to make a determination whether to continue, terminate or modify the program. The review shall consider the following non-prioritized factors:

- cost
- productivity
- morale
- health and safety concerns
- attendance

Prior to taking any action relative to the program, management will meet with representatives of the union to discuss their findings and proposed actions.

#### APPENDIX E

Within 60 days following the execution of this agreement the parties agree to discuss the inclusion of other titles into the bargaining unit.