

AGREEMENT
between the
University of Massachusetts Lowell
and the
International Teamsters Union Local 25

July 1, 2004 – June 30, 2006

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the following units as certified by the Labor Relations commission in SCR-2226.

UNIT A: All full-time and regular part-time university police officers, institutional security officers, resident hall security officers, and dispatchers, excluding the university police sergeants, lieutenants, captains and police chief, confidential and managerial employees, and all other employees.

UNIT B: All full-time and regular part-time university police sergeants and lieutenants, excluding the university police officers, captains, and police chief, institutional security officers, resident hall security officers, and dispatchers, confidential and managerial employees, and all other employees.

Should any new classified classification(s) be added to the work force, the Employer shall notify the appropriate Union of such new classification(s). The Employer and Union shall consult to mutually determine if such new classifications(s) 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 that determination.

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

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from grants or other non-state appropriated funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder so allow, as determined by the Chief Executive Officer of the campus or his/her designee.

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
Dues Checkoff

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 appointing authority and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) days' notice in writing to the Human Resources Office and the Secretary/Treasurer of the Union.

Section 3.

An employee may consent in writing to the authorization of the deductions 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 appointing authority, 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 Human Resources Office and the Secretary/Treasurer of the Union.

Section 4.

The appointing authority shall deduct dues or an agency service 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 appointing authority 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 appointing authority for the faithful performance or his/her duties, in a sum and with such agency or securities as are satisfactory to the appointing authority.

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 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 that bargaining unit present and voting.

Section 3.

The Union shall reimburse the appointing authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the 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 appointing authority shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the appointing authority to pay such agency service fee on behalf of any employee.

If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5.

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

ARTICLE 5
UNION BUSINESS

Section 1.on Representation

Union staff representatives shall be permitted to have access to the premises of the appointing authority 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 appointing authority with a list of staff representatives and their areas of jurisdiction.

Section 2. Grievance Processing

Except as hereinafter provided, 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. Paid Union Leave of Absence

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 the prior approval of the Chief Executive Officer 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 Chief Executive Officer.

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 Chief Executive Officer.

Section 4. Unpaid Union Leave of Absence

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 year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the Chief Executive Officer is required for all such leaves of absence or the extension thereof.

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Leaves of absence without loss of benefits or other privileges (not including wages) may be granted to Union Officers and stewards to attend executive board meetings and other union meetings. Such leave will require the prior approval of the Chief Executive Officer.

Section 5. Attendance at Hearings

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 Chief Executive Officer.

Witnesses called by the Union to testify at a Step 4 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 Chief Executive Officer.

Section 6. Union Use of Premises

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. Bulletin Boards

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 appointing authority 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 faction thereof.

Section 8. Employer Provision of Information

The Employer shall be required to provide the Union with the following information:

- A. Every three months a list of all new employees in the bargain 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 withdraw checkoff authorizations 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. Orientation

Where the Institution 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, sexual orientation, age, mental or physical handicap, or veteran's 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, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's 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.

Section 3.

This Article shall be construed to be in accordance with all applicable federal and state laws.

Section 4.

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.

ARTICLE 7

WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty hours per week excluding meal times or forty hours per week including meal periods.

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

C. When the Employer desires to change the regular work schedule of an employee he shall give the affected employee at least seven consecutive (7) days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Institution or involving the health and safety of those persons whose care and/or custody have been entrusted to the Institution.

D. To the extent practicable, the normal workweek shall consist of five consecutive days, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two consecutive days off in each seven day period. This subsection should not apply to employees in authorized flexible hours programs or on a four and two schedule, or summer hours.

E. Each employee shall be required to record his/her attendance in accordance with procedures presently established by the appointing authority. Thirty (30) days prior to any change in the existing method of recording attendance, the Chancellor or his designee will notify the Union of such change and will meet and confer with the Union to discuss such change.

Section 2. Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week or eight hours per day; provided, however, that an employee whose regular workday is more than 8 hours shall be compensated at the rate of time and one-half of his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.

B. Compensatory time off in lieu of pay for overtime work may be granted to an employee at the option of the Chief Executive Officer or his/her designee and with the consent of the employee. Such compensatory time shall be at time and one half for each hour worked. The appointing authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond 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 Chief Executive Officer or his/her designee.

C. All time for which an employee is on full pay status such as, sick leave, vacation, holidays, paid education leave, and paid union leave shall be considered time worked for the purpose of calculating overtime compensation.

D. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

E. The appointing authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

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 on full travel status.

H. In instances where no employee can be found to perform institutional overtime work, the appointing authority may assign such work to the least senior employee who, in the judgment of the appointing authority, is capable of carrying out the required duties.

Section 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the institution and the needs of the employee.

Section 4. Rest Periods

Employees shall be granted two fifteen minute rest periods per work day of at least seven and one-half (7.5) hours, but separate from the meal period.

Section 5. Call Back Pay

Effective on the date of signing of this Agreement, an employee who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to employee who is called in to start his/her shift early and who continues to work that shift.

Section 6. Court Time

Any member of the bargaining unit who, while off duty, is required by the appointing authority to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, License and Police Commissions, and show cause hearings and civil cases

arising out of such criminal cases shall be paid at a rate of time and one-half. The unit member will be paid a minimum of four (4) hours at the time and one-half rate.

Section 7. Shift Differential

A. Employees rendering service on the second shift (1430 to 2245) shall receive a shift differential of 50 cents (\$.50) per hour for each hour worked. Employees rendering service on a third shift (2230 to 0645) shall receive a shift differential of 75 cents (\$.75) per hour for each full hour worked. All employees starting shifts at or after 1430 hours on Friday and finishing at or before 0630 hours 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 B. of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

D. For the purpose of computing overtime pay of employees covered by this Section the procedure to be followed shall be:

Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;

Step 2: Add the appropriate shift differential to the amount specified in Step 1;

Step 3: Divide this sum by the total number of hours worked that week;

Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

Section 8. Roll Call pay

Bargaining unit members will be required to attend daily roll call that shall commence 15 (fifteen) minutes before the start of their regular shift. Bargaining unit members shall be paid at their premium overtime rate for attending roll call. A bargaining unit member who is late for roll call shall not receive roll call pay for that work day.

Section 9. Stand by pay

- A. An employee who is ordered by the Chief or his/her designee to be available on a stand by basis, to report to duty when notified shall be reimbursed at a rate not to exceed ten dollars (\$10.00) per stand by period.
- B. This stand by period shall be fifteen (15) hours in duration for any night stand by duty and shall be nine (9) hours in duration for any daytime stand by duty.
- C. Stand by duty shall mean that the Chief or his/her designee has ordered an employee to be immediately available for duty upon receipt of a message to report to work. If an employee assigned to stand by duty is not available to report to duty when called no stand by pay shall be paid to the employee for the period.

ARTICLE 8

LEAVE

Section 1. Sick Leave

(a) A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter work days for each full payroll month of employment for a total of 15 days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

(b) A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

(c) Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:

(1) when an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

(2) when the spouse, 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 (10) days per fiscal year except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to fifteen (15) days; and (3) when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

(3) 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 shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

(e) Whenever the Chancellor or his/her designee has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of five days, the Chancellor or designee may require the employee to present a physician's statement indicating the medical reason for any absence on account of sickness. Failure of an employee to present such statement seven (7) working days after a request therefor has been made by the Chancellor or designee, may, at the discretion of the Chancellor or designee, result in the absence being treated as absence without pay.

(f) The Chancellor, or designee, may require that an armed employee, wishing to return to work after an absence of more than 5 consecutive working days because of illness or

injury, or after any absence due to illness or injury in which the Chancellor, or designee, reasonably believes may prevent the employee's ability to perform the essential duties of his or her position, be examined by a physician or other qualified health care professional designated by the appointing authority and/or by a physician or other qualified health care professional of the employee's choosing. If the appointing authority requires the employee to be examined by its designated physician or other qualified health care professional, the appointing authority shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties. The results of such examination shall be treated as confidential medical information.

(g) Sick leave must be charged against unused sick leave credit sick in units of one-half hour (1/2) 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 in subsection (6).

(i) An 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 appointing authority where such absence was caused by:

- (1) Illness of said employee;
- (2) Dismissal through no fault or delinquency attributable solely to said employee; or
- (3) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workmen's Compensation benefits.

(j) A regular part-time employee shall not accrue sick leave credit 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 appointing authority at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.

(1) No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).

(m) Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employees 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 who receives such injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injuries would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 2. Paid Personal Leave

On the first payroll day of the new fiscal year, full-time employees will be credited annually with three paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his/her appointing authority. Any paid personal leave not taken by any June 30 will be forfeited by the employee. Personal leave days for regular part-time employees 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 employees hired after July 1 of any year will be credited upon employment with paid personal leave days in accordance with the following schedule:

| <u>Date of Hire</u> | <u>Personal Leave Days Credited</u> |
|-------------------------|-------------------------------------|
| July 1 - September 30 | 3 paid leave days |
| October 1 - December 31 | 2 paid leave days |
| January 1 - March 31 | 1 paid leave day |
| April 1 - June 30 | 0 paid leave days |

Section 3. Bereavement Leave

Upon evidence satisfactory to the appointing authority of the death of a spouse, child, parent, brother, sister, grandparent, or grandchild of an employee; or parent of spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four consecutive working 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 his/her spouse's brother, sister, grandparent, great-grandparent or grandchild.

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 voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 5. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employees.

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 or compensation for the period involved; or
- (2) remit to the appointing authority 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 or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to 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 rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the 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 therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his ordinary remuneration as an employee under section 59 of C.33 General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen 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 first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such served until the expiration of two years from the termination of said military or naval service by him/her.

Section 7. Child Birth, Maternity and Adoption Leave

A. A full-time employee who has completed her/his probationary period, or if there is no such probationary period has been employed for at least three consecutive months, and who is absent from her/his employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth or adopting a child shall be granted a maternity/adoption leave without pay if her/his request for such leave is made to the appointing authority at least two weeks in advance of the anticipated date of departure. The first two weeks of such leave

shall be considered leave with pay and shall not be charged against sick, vacation, personal or other accrued leave balances. If an employee has accrued sick leave or vacation credits at the commencement of her/his third week of maternity/adoption leave, she/he may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this Agreement.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of this agreement to the contrary, the maternity/adoption leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her/his leave.

If, upon the request of an employee, the appointing authority grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay and shall be covered under the provisions of the Family Medical Leave Act below. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights or advantages.

Employees taking an unpaid leave of absence above will accumulate sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. The period of family leave granted under these rules shall not effect the employee's right to receive any benefits for which the employee was eligible at the start of her/his leave.

Section 8. Family Medical Leave Act

The University shall implement the Family Medical Leave Act consistent with the Board of Trustees Policy.

Section 9. Parental Leave

Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding eight (8) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement

for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

Section 10. Education Leave

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

Section 11. Unpaid Personal Leave

Unpaid personal leave, other than hereinbefore specified, may be granted by the appointing authority upon the written request of an employee at least thirty (30) days in advance. Approval shall not be unreasonably denied.

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

Section 12. Notice of Benefits

The appointing authority shall semiannually inform each bargaining unit member of the number of available sick leave and vacation leave 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>Length of continuous full-time "creditable service" as of the end of each applicable month.</u> | <u>Vacation Credit Accrued</u> |
|--|--|
| Less than fifty-four (54) months. | 5/6 day per month (total of ten days per year) |
| Fifty-four (54) months, but less than One Hundred fourteen (114) months. | 1 1/4 days per month (total of 15 days per year) |
| One hundred fourteen (114) months, but less than two hundred thirty-four (234) months. | 1 2/3 days per month (total of 20 days per year) |
| Two hundred thirty-four (234) months, or more. | 2 1/12 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 in the Institution 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 in the Institution 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 leave 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 that date and shall be available for use the following day.

Section 4.

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

Section 5.

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in Section 4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

Section 6.

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 7.

The appointing authority shall grant vacation leave within twelve months after it is credited, unless in the appointing authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies.

From and after the execution date of this agreement, no employee shall carry more than fifty (50) days of vacation leave credit.

Section 8.

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

Section 9.

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

Section 10.

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

separation from payroll provided that no monetary or other allowance has already been made therefore.

Section 11.

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 provided that no monetary or other allowance has already been made therefore. 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 accrual calculated on the basis of the monthly rate applicable to the employee on the date of dismissal.

Section 12.

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 years unless approval of the appointing authority is secured for any of the following reasons:

- A. Illness of the employee
- B. Dismissal through no fault or delinquency attributable solely to the employee.
- C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workmen's Compensation

benefits.

Section 13.

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

Section 14.

An employee who is reinstated after military leave, as referred to in Section 13 may be granted vacation allowance up to the equivalent of twelve months' accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not 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 15.

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

Section 16.

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

Section 17.

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

Section 18.

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

ARTICLE 10

HOLIDAYS

Section 1.

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Evacuation Day (Only in Suffolk County)
Patriot's Day
Memorial Day
Bunker Hill Day (Only in Suffolk County)
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 2.

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the appointing authority.

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 or more days, he/she at the option of the appointing authority, 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 otherwise by the appointing authority and the employee, to be taken at a time designated by the employee and approved by the appointing authority.

Section 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 appointing authority because of a shortage of personnel or other reasons then he or she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6.

An employee who is on leave without pay or 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.

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the 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 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 appointing authority, 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, such holiday shall be deemed to fall on the day preceding. 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 appointing authority, such employee shall be given a day off in lieu thereof, or shall be paid compensation therefor, in accordance with the provisions of the preceding Section 5.

ARTICLE 11
EMPLOYEE EXPENSES

Section 1.

Employees shall be reimbursed for expenses incurred in conjunction with their authorized duties at the University consistent with the Board of Trustees Policy on Employee Expenses. In addition the University will pay or reimburse for costs incurred by uniformed Officers or Sergeants to secure and/or maintain his/her License to Carry certification.

Section 2.

Bargaining unit members who have his/her tour of duty extended by three (3) hours shall receive after three hours a meal allowance of five dollars (\$5.00) for the first six (6) hours. Subsequently for each four (4) hour period thereafter shall receive an additional five dollars (\$5.00) meal allowance. Individuals who are called back to work shall be eligible for a meal allowance after the first six (6) hours of work and after each subsequent four (4) hour period of work thereafter.

ARTICLE 12

EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increases

The following salary rate increases shall apply to all full-time or regular part-time bargaining unit employees. The salary rate increased 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 bargaining unit (but remained in the employ of the Employer during the period between July 1, 2000 and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.) The execution date shall be that date in which the contract is signed by the President of the University.

1. Effective January 2, 2005, there shall be a 3% (three percent) across the board increase subject to Satisfactory performance for all bargaining unit members on the payroll effective January 1, 2005.

2. Effective July 3, 2005, there shall be a 2% (two percent) across the board increase subject to Satisfactory performance for all bargaining unit members on the payroll effective July 2, 2005

Section 2. Employees Hired, Reinstated or Reemployed on or after July 1, 2000

The salary rate for an employee hired, reinstated, or reemployed on or after July 1, 2004 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 3. Step Rate Increases and Promotions

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 he/she is denied such step rate by his/her appointing authority. 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 determined within this Article.

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

B. Effective July 1, 2000 whenever an employee receives a promotion to a position as defined in Article 17, 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. add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job group into which the employee is promoted;
4. the employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such an employee shall become the effective date of the promotion.

Section 4. General Provisions

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

Section 5. Regular Part-Time Employees

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

Section 6. New Unit Employees From Units Not Covered By This Agreement

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 7.

The salary rate increased as provided in this Article shall apply only to those employed on the execution date of this 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, 2000 and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.)

ARTICLE 12A

INCIDENT ENFORCEMENT PAY

Inasmuch University Police Officers and University Sergeants employed by the University of Massachusetts at Lowell are authorized as special state police and Middlesex County Deputy Sheriffs and are expected to respond to calls for assistance from the City of Lowell Police Department and/or wear their uniforms and weapons to and from work and/or drive police vehicles from the University of Massachusetts campus at Chelmsford and/or expected to participate in law enforcement activities in the City of Lowell during such time, each such employee/officer shall receive \$15.00 and two (2%) in addition to their base as defined in the schedule of salary rates within the current collective bargaining agreement, in addition to any other compensation paid to him/her under this agreement, effective upon execution of this agreement. Such pay shall be included in the base pay for the purposes of computing overtime, holiday pay, vacation pay, sick and injured leave and shall be considered as regular compensation for retirement purposes to the extent permitted by law.

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1.

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan 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 AND WELFARE

Section 1. Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust 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 equal representation 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 trust agreement such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Funding

Effective July 2, 2000, the Employer agrees to contribute, on behalf of each full-time employee the equivalent sum of eleven dollars (\$11.00) per calendar week.

If the state agrees to increase the Health and Welfare fund contribution over the course of this agreement, we would implement those increases at the Lowell campus.

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

Section 3. Non-Grievability

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

Section 4. Employer's Liability

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

ARTICLE 15

TUITION REMISSION

Section 1.

A. For full-time employees, their spouses and dependent children enrolled in a State-supported course or program in any State institution of higher education excluding the MD program at UMASS Medical Center, full remission of tuition shall apply.

B. For full-time employees, their spouses and dependent children enrolled in a course or program offered through continuing education in any State institution of higher education, fifty percent remission of tuition shall apply.

C. Remission benefit subject to space available and usual and ordinary admissions policies. Also subject to approval of the University Board of Trustees of Higher Education and policies and procedures of same.

Section 2.

The Employer agrees to maintain all other tuition benefits which employees covered by this Agreement enjoyed under policies and agreements with the Employer immediately prior to the effective date of this Agreement; these benefits shall not be limited or precluded by the provisions of this Article.

ARTICLE 16

SENIORITY

Section 1. Definitions

- a. Campus Seniority The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as computed from last date of hire by the campus.
- b. Classification 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, as computed from the last date of hire into that job classification on the campus.

Section 2. Computation of Seniority

For the purpose of computing seniority as defined above, when an employee is 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 from 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 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. Seniority for Days Off and Shift Assignments

For days off and shift assignments, classification 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 as a Communication Dispatcher, Institutional Security Officer, University Police Officer, or University Sergeant position, when available to be filled as determined by the appointing authority, shall be posted for not less than seven (7) calendar days.
- B. The notice of vacancy shall include the following:
1. Job Title
 2. Grade and/or Salary Range
 3. Application Closing Date
 4. A description of duties and qualifications or the location where such description can be obtained.
- 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. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.
- D. The parties wish to continue to insure that the bargaining unit includes University Police Officers, University Sergeants, and University Lieutenants who are appropriately trained and/or certified to perform their duties to the level required by the University, the Massachusetts Police Training Committee or the Massachusetts State Police. The parties also agree that it is to their mutual benefit to identify and participate in training programs that provide the University the greatest opportunity to hire and have available for duty new officers in the most efficient manner. Each such new employee who completes such a program at the University's time and expense shall, at the time of employment, be required to enter into a written agreement to return to his/her position at the University for a period of not less than one year following successful completion of the program, unless excused from this obligation by the University. If an employee fails to fulfill this requirement, he/she shall be responsible for reimbursing the University for the cost (not including the employee's salary) of sending to the program.

Section 2. Criteria for Appointments and Promotions

- A. The following criteria shall be used by the Employer in selecting a candidate to fill a vacant position except where the position is a targeted position in accordance with the

Institution's Affirmative Action Plan:

1. Ability to perform the requirements of the position
 2. Education and training related to the vacant position
 3. Experience in related work
 4. Work history and performance
- B. Where qualification of applicants for posted Bargaining Unit vacancies are substantially equal, seniority shall be the deciding factor.
- C. Permanent vacancies for promotion shall be filled from within the Bargaining Unit unless there is sufficient reason for exception.

Section 3. Trial Period for Promoted Employees

- 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 appointing authority during this trial period, said employee shall revert back to his or 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 4 Grievability

Provisions of the foregoing sections 1 and 2 shall be subject to the grievance procedure set forth in Article 2

ARTICLE 18
OUT OF TITLE WORK

Section 1. Work in a Lower Classification

a. When an employee is assigned by the appointing authority 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.

b. 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. Work in a Higher Classification

a. Any employee who is assigned by the appointing authority to a vacant position in a higher grade for more than thirty (30) days in any one hundred 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 Chief Executive Officer 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.

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.

TEMPORARY WORK ASSIGNMENT

APPENDIX A

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

Area of Assignment

Employee Number

Title of Present Position

Title of higher rated position to which you have
been assigned.

Effective Date Assignment

Signature of Employee

Date of Signature

IMMEDIATE SUPERVISOR

Name of Immediate Supervisor

Area of Responsibility

Date Form Received from Employee

Employee's Present Title

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 WORK ASSIGNMENT FORM TO THE INSTITUTION PERSONNEL OFFICER AND A COPY TO THE DEPARTMENTAL SUPERVISOR.

INSTITUTIONAL PERSONNEL OFFICER

Approval

Title of Higher Rated Position

Disapproval

_____ * _____
Duration of Assignment

*Reason for Disapproval:

Signature of Institutional Personnel Officer

Date of Signature

cc: Employee:
Immediate Supervisor:
Departmental Supervisor:

ARTICLE 19

CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

(a) The appointing authority shall provide the Union with a copy or the class specifications of each title covered by this contract for which such a specification exists.

(b) Each employee in the bargaining unit shall be permitted by the appointing authority to have access to examine 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 Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

ARTICLE 20

CLASS REALLOCATION

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such 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 reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

ARTICLE 21
LAYOFF AND RECALL

Section 1. Layoff

A. Subject to the provisions of Article 6, in the event of a reduction of personnel, those employees having least seniority within classification would be first considered for release.

B. As soon as feasible after the appointing authority becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the appointing authority shall notify the Union of such impending reduction. Thereafter, the appointing authority shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar vacant positions within the same appointing authority and including the availability of any training program which may be applicable to the employees.

C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower -graded classification on campus, the duties of which the employee has the ability to immediately perform, unit seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit.

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

Section 2. Recall

A. The appointing authority shall maintain a recall roster from which laid off employees will be recalled to available positions within their classification in accordance with unit seniority and subject to their ability as perform the work.

B. A laid off employee will remain on the recall roster for two years, provided that an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who fails to accept such offer within five days from the date on which he/she received or should have received such notice, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time.

C. An employee who is recalled shall have that seniority which he/she had at the time of layoff.

D. An employee who is recalled shall retain that step which he/she had at the time of layoff.

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) months probationary period for new employees will commence on the first full day of employment upon successful completion of the Training Academy Program.

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 purposes 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 out recourse to the grievance procedure; provided that no employee will be disciplined or discharged for lawful and protected Union activity.

Section 6.

An employee whose employment is severed must serve an additional probationary period upon reemployment, 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 that absence. The employee will be notified of this extension and the reasons for it.

Section 8.

At the completion of the first three (3) months of such probationary period and again within one (1) month prior to the completion of his/her probationary service, each probationary employee shall be evaluated by his/her immediate supervisor. Such evaluation shall be recorded

in writing by the 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 evaluations and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Chief Executive Officer of the campus or designee.

Section 9.

Upon mutual agreement by the parties, the initial probationary period and/or the Trial period for Promoted (per Article 17, Section 4) may be extended for a period not to exceed six months for the Probationary employees or ninety calendar days for the Trial period for promoted employees.

ARTICLE 23
PERSONNEL FILES

Section 1.

The Institution shall maintain an official personnel file for each employee. An 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 contain copies of official human resources 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 warnings from the file after a period of two 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 which result in disciplinary action or which were placed in the file contrary to the requirements of section 2 above.

ARTICLE 24
EVALUATION OF EMPLOYEES

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 employee satisfaction and potentially reduce 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 Action 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 individual employee and the employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and develop 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 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.

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.

Section 4.

The Human Resources Officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation and any evidence or materials submitted in support of such evaluation, in the respective human resources file on each employee.

Upon receipt of an employee's evaluation, the Human Resources Officer and/or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply.

Section 5.

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Human Resources 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.

The affected employee shall have the opportunity to see the completed performance evaluation form and will be given the opportunity to initial it, whether in agreement with its contents or not.

Section 7.

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

ARTICLE 25
SAFETY PROCEDURES

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

All work-related injuries shall be reported to the appropriate administrator 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 this Agreement but shall not be processed to Step 5 thereof.

ARTICLE 26
LABOR/MANAGEMENT COMMITTEE

There shall be established a Committee to be known as the Labor/Management Committee. Such Committee shall be comprised of an equal number of members Management and the Union.

The purpose of said Committee shall be to discuss matters of applicability which are of mutual concern to Management and the Union.

There shall be two (2) meetings per year, unless mutually agreed otherwise.

It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement..

ARTICLE 27
SICK LEAVE BANK

Upon the date of execution of this Agreement, a Sick Leave Bank may be established for members of this bargaining, if such bank does not currently exist.

Every sick leave bank that exists at any institution prior to the effective date of this Agreement shall be deemed to have been established pursuant to the provisions of this Agreement, and any employee who is a member of any such bank on the effective date of this Agreement may remain a member thereof subject to the terms and conditions of this section.

During the term of this Agreement, an employee who is not a member of the Sick Leave Bank may become so by assigning to the Bank one (1) or more full days of his personal sick leave accumulation, during the annual thirty (30) day period established by the Union/Management Committee for such purpose.

A member of the Sick Leave bank shall be eligible to draw upon the Bank after the exhaustion of the member's personal sick leave, vacation leave, personal leave accumulation as well as any compensatory days.

The Sick Leave Bank shall be administered 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.

This Local Union/Management committee will determine at what level the Sick Bank will be replenished. However, members can donate one or more full days each time it is required that the Bank be replenished.

Any member of the Bank wishing to remain a member thereof and who has exhausted his/her personal sick leave accumulation shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave.

A member of the Sick Leave Bank shall begin drawing on the Bank only upon presentation of a medical certificate satisfactory to the Sick Leave Bank Committee. Such medical certificate shall be signed by a physician and shall set forth the nature of the employee's illness or disability and its anticipated duration. A unanimous vote of the Sick Leave Bank Committee shall be required to authorize the employee to begin drawing on the Sick Leave Bank.

After an employee has drawn on the Bank for ten (10) working days, his/her case shall be reviewed by the Sick Leave Bank Committee which may, by unanimous affirmative vote, authorize the employee to continue drawing on the Bank. This process shall be recreated after each successive period of ten (10) working days. Notwithstanding the foregoing, any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by unanimous vote of the Sick Leave Bank Committee.

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Any personal vacation leave, sick leave or personal leave which accrues to an employee during a period in which he/she is drawing on the Sick Leave Bank shall be credited automatically to the Sick Leave Bank.

Any provisions of this Article to the contrary notwithstanding, for those Sick Leave Banks in existence on the date of execution of this Agreement, the current Committee structure shall continue; provided, however, that at least one management representative shall be a member of each Committee. All decisions that the Committees are empowered to make pursuant to this Article shall be by majority vote.

ARTICLE 28
DISCIPLINARY ACTION

Section 1.

The parties agree that the purpose of discipline in a labor intensive enterprise 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 which may be taken by an employer or its representatives, particularly in a diverse statewide system of higher education.

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 hers his/her employment with the Employer must serve an additional probationary period upon reemployment, whether in the same or a different job title.

Section 3.

Just cause may include, but shall 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 Institution 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 Institution or its community.

Disciplinary actions may include, but are not limited to, oral reprimand, oral reprimand with notation to the human resources 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. A suspension without pay shall not be served, if grieved, until the grievance has been adjudicated through Step 4 of the Grievance and Arbitration process. Where the action or event grieved is the result of action undertaken or directed by the Chief of Police or the university official responsible for conducting the hearing at Step 2 or Step 3 of the Grievance and Arbitration process, the grievance may be initiated at the next higher step.

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 PROCEDURES

Section 1. Introduction

The parties recognize that G.L.C. 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the 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 - "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 material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested. A suspension imposed shall not be served if grieved until the grievance has been adjudicated through step 4 of the grievance procedure.

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 calendar day exclusive of any Saturday, Sunday or any 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 Human Resources Officer

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) 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 Human Resources Officer 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) days to resolve the dispute and shall respond in writing within fifteen (15) 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) 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) days for review of the grievance and shall render a written opinion within twenty (20) days from the conclusion of the Step 3 Grievance Hearing.

D. Step 4: President of the University of Massachusetts

If the Union and/or the grievant elects to proceed to this Step, then within ten (10) 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 “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) of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.

Where the action or the event grieved is the result of action undertaken or directed by the Chief or responsible university official at steps II or III, the grievance may be initiated at the next higher step.

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 is otherwise provided 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 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 to represent the grievant.

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 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 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 with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

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 an admission of any violation or breach of the terms of this agreement, or is cognizable or justiciable according to any applicable provisions of the 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, §8, and Chapter 150C, §10, 11, and 12 of the 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 Human Resources 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 Board of Trustees and/or the administration of the several institutions agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the Institution from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, 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 Institution's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work shifts and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or 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 OF AGREEMENT

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

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 superceded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

ARTICLE 32

NO STRIKE/NO LOCKOUT

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 engage in the lock-out of unit employees.

ARTICLE 33

SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated 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 Board of Trustees will meet to negotiate a replacement for the lost article.

ARTICLE 34

COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.

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

Section 2.

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

Section 3.

The Employer shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, 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

Within a reasonable time prior to the appointing authority 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 work to be done using overtime rates and compare this with the bid of the contractors. 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. Nothing in this clause is intended to supercede the provisions of the Pacheco law.

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 appointing authority shall endeavor to maintain adequate lighting in all of said parking areas.

ARTICLE 37

UNIFORMS

Except for armed Police Officers, where uniforms are required, present practice regarding issuance, cleaning, maintenance, and replacement will continue. All bargaining unit members will be entitled to an annual clothing allowance not to exceed \$750 per unit member for the purchase of authorized uniforms and equipment excluding body armor. The Chief of Police or designee shall identify the types and models of the uniforms and equipment that may be purchased. The University, after input from the Association, shall designate the names and addresses of three (3) vendors from whom such equipment may be purchases.

The selected vendor will be given names and authorized amounts of money per individual that may be spent. In addition the vendor shall be made aware of the specific types and models of allowable purchases. The selected vendor will be required to invoice the University with appropriate detail.

Each Bargaining Unit member shall notify the Chief, or designee of his/her intent to make a purchase. Unless, due to university or departmental business rules, denied the opportunity to make a purchase, the individual bargaining unit member shall receive training as necessary, regarding the appropriate requirements and procedures to be followed.

Purchases in excess of seven hundred fifty dollars (\$750.00) per person per fiscal year shall be at the sole discretion of the Chief of Police. Payment for non-allowable purchases shall be the responsibility of the bargaining unit member. In addition, the University agrees to purchase body armor and replace it consistent with the manufacturer's recommended schedule. The cost for body armor shall not be considered to be part of the individual's annual uniform/equipment allowance.

ARTICLE 38

DURATION

This Agreement shall be for the period ending June 30, 2006 unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2006.

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

AGREEMENT SIGNED THIS DAY OF

FOR THE INTERNATIONAL ASSOCIATION
OF UNIVERSITY POLICE OFFICERS

FOR THE UNIVERSITY

| | |
|------------|--|
| Appendix A | Evaluation |
| Appendix B | Salary Scales |
| | B-1 Salary Scale effective 7/2/00 |
| | B-2 Salary Scale effective 7/1/01 |
| | B-3 Salary Scale effective 7/7/02 |
| Appendix C | Outside Paid Details Side letter |
| Appendix D | Administrative Changes |
| Appendix E | Studies for Physical Fitness and Certifications. |

| | | Appendix B-1 | | | Effective 7/2/00 | | |
|----|-------|--------------|--------|--------|------------------|--------|--|
| | | 1 | 2 | 3 | 4 | 5 | |
| 8 | 21.66 | 383.19 | 404.85 | 426.51 | 448.18 | 469.84 | |
| 9 | 23.79 | 398.34 | 422.12 | 445.91 | 469.69 | 493.48 | |
| 10 | 25.23 | 414.37 | 439.59 | 464.82 | 490.05 | 515.28 | |
| 11 | 27.48 | 429.33 | 456.80 | 484.28 | 511.76 | 539.23 | |
| 12 | 28.80 | 448.88 | 477.68 | 506.48 | 535.28 | 564.08 | |
| 13 | 31.12 | 488.16 | 519.28 | 550.39 | 581.51 | 612.63 | |
| 14 | 36.47 | 509.05 | 545.53 | 582.00 | 618.47 | 654.95 | |
| 15 | 41.18 | 550.32 | 591.50 | 632.69 | 673.87 | 715.06 | |
| 16 | 43.63 | 563.54 | 607.17 | 650.81 | 694.44 | 738.08 | |
| 17 | 45.33 | 597.55 | 642.88 | 688.22 | 733.55 | 778.88 | |
| 18 | 49.86 | 644.94 | 694.80 | 744.66 | 794.52 | 844.38 | |
| 19 | 51.47 | 658.60 | 710.07 | 761.55 | 813.02 | 864.50 | |

| | | Appendix B-2 | | | Effective 7/1/01 | | | |
|----|-------|--------------|--------|--------|------------------|--------|--------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | |
| 8 | 22.21 | 392.77 | 414.97 | 437.18 | 459.38 | 481.59 | 493.63 | |
| 9 | 24.38 | 408.29 | 432.67 | 457.05 | 481.43 | 505.81 | 518.46 | |
| 10 | 25.86 | 424.73 | 450.58 | 476.44 | 502.30 | 528.16 | 541.37 | |
| 11 | 28.16 | 440.06 | 468.22 | 496.39 | 524.55 | 552.72 | 566.53 | |
| 12 | 29.52 | 460.11 | 489.63 | 519.14 | 548.66 | 578.18 | 589.75 | |
| 13 | 31.89 | 500.37 | 532.26 | 564.15 | 596.05 | 627.94 | 643.64 | |
| 14 | 37.39 | 521.78 | 559.16 | 596.55 | 633.93 | 671.32 | 688.10 | |
| 15 | 43.48 | 581.00 | 624.48 | 667.96 | 711.44 | 754.92 | 773.80 | |
| 16 | 46.07 | 594.96 | 641.02 | 687.09 | 733.16 | 779.23 | 798.71 | |
| 17 | 47.86 | 630.87 | 678.72 | 726.58 | 774.44 | 822.30 | 842.86 | |
| 18 | 52.64 | 680.89 | 733.53 | 786.18 | 838.82 | 891.46 | 913.74 | |
| 19 | 54.34 | 695.31 | 749.66 | 804.00 | 858.35 | 912.69 | 935.51 | |

| | | Appendix B-3 | | | Effective 7/7/02 | | | | |
|----|-------|--------------|--------|--------|------------------|--------|--------|---------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 8 | 22.87 | 404.55 | 427.42 | 450.29 | 473.16 | 496.03 | 508.44 | 518.60 | |
| 9 | 25.11 | 420.54 | 445.65 | 470.77 | 495.88 | 520.99 | 534.01 | 544.69 | |
| 10 | 26.63 | 437.47 | 464.10 | 490.74 | 517.37 | 544.01 | 557.61 | 568.76 | |
| 11 | 29.01 | 453.26 | 482.27 | 511.28 | 540.29 | 569.30 | 583.53 | 595.20 | |
| 12 | 30.40 | 473.91 | 504.31 | 534.72 | 565.12 | 595.53 | 607.44 | 619.59 | |
| 13 | 32.85 | 515.38 | 548.23 | 581.08 | 613.93 | 646.78 | 662.95 | 676.21 | |
| 14 | 38.51 | 537.43 | 575.94 | 614.45 | 652.95 | 691.46 | 708.75 | 722.92 | |
| 15 | 46.13 | 616.38 | 662.51 | 708.64 | 754.77 | 800.90 | 820.92 | 837.34 | |
| 16 | 48.87 | 631.19 | 680.06 | 728.94 | 777.81 | 826.68 | 847.35 | 864.30 | |
| 17 | 50.77 | 669.29 | 720.06 | 770.83 | 821.61 | 872.38 | 894.19 | 912.08 | |
| 18 | 55.85 | 722.36 | 778.21 | 834.05 | 889.90 | 945.75 | 969.39 | 988.78 | |
| 19 | 57.65 | 737.66 | 795.31 | 852.97 | 910.62 | 968.27 | 992.48 | 1012.33 | |

Appendix C

SIDE LETTER-OUTSIDE DETAILS

The parties agree that the outside/private paid detail rate for members of the I.A.U.P.O. shall be paid as follows:

| | |
|------------------|---|
| Patrol Officers: | thirty-one dollars (\$31.00) per hour |
| Sergeants: | thirty-five dollars (\$35.00) per hour |
| Lieutenants: | thirty-seven dollars (\$37.00) per hour |

The University of Massachusetts may charge up to a 10% administrative fee to the outside entity in addition to the specified hourly rate listed in this side letter. If an officer works beyond eight (8) hours on a detail, the officer will be compensated at time and one half of this hourly rate listed in this paragraph for all work beyond the end of the eighth hour of such detail.

Appendix D

ADMINISTRATIVE CHANGES

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. The Union agrees that there may be changes to current business practices, procedures and functions as a result. To ensure that changes required by these systems (e.g. the change from a weekly to a biweekly payroll system), are introduced and implemented in the most effective and humane manner, the University and the Union will refer such issues to the labor/management committee to discuss the impact to the bargaining unit arising from the implementation of the systems.

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.

The University and the Union agree that at such time this system is fully implemented, union dues will be deducted at each payroll cycle.

APPENDIX E
COMMITTEE TO REVIEW
PHYSICAL FITNESS STANDARDS
AND CERTIFICATIONS

The parties agree to establish within sixty days of the execution of this agreement, one or more committees comprised of an equal number of representatives from the union and from management to discuss the following issues:

A program to provide compensation based on unit members attaining and sustaining work related licenses, certifications, or other agreed upon levels of competency and/or credentials.

A project to provide compensation for unit members who participate in and successfully complete an agreed upon program which establishes job related standards for physical fitness and activity.