

Agreement

between

University of Massachusetts
Lowell

and



Professional Administrative Unit

July 1, 2004 - June 30, 2007

www.seiu888.org

TABLE OF CONTENTS

Article	Subject	Page
	Preamble	3
Article I	Recognition	3
Article II	Definition	3
Article III	Continuation of Employee Rights, Benefits and Privileges	4
Article IV	Union Security	4
Article V	Non-Discrimination/Affirmative Action	5
Article VI	Union Activities	6
Article VII	Grievances and Arbitration	6
Article VIII	Information	8
Article IX	Hours	8
Article X	Salaries	9
Article XI	Merit Award Processes	10
Article XII	Professional Development Grants	11
Article XIII	Leave	11
Article XIV	Vacations	16
Article XV	Holidays	19
Article XVI	Group Health Insurance Contributions	20
Article XVII	Health and Welfare	20
Article XVIII	Promotion and Filling of Vacancies	21
Article XIX	Discipline, Discharge, and Lay-Off	22
Article XX	Expenses	23
Article XXI	Tuition Remission	23
Article XXII	Miscellaneous	25
Article XXIII	No Strike/No Lockout	25
Article XXIV	Saving Clause	26
Article XXV	Management Rights	26
Article XXVI	Additional Compensation	26
Article XXVII	Duration	27
Appendix "A-1"	Classifications	29
Appendix "B-1"	The Salary Schedules (B-1, B-2, B-3, B-4, B-5)	33
Appendix C	Certificate of Eligibility for System wide Tuition and Tuition Remission Policy	34
Appendix D	Administrative Computing and Payroll Systems	37
Appendix E	Cost Items	38
Appendix F	Trust Funds	39
Appendix G	Evaluation of Unit Members	40
Appendix H	Position Classification Review Committee	44

PREAMBLE

This agreement is entered into on this 1st day of July, 2004 by and between Service Employees' International Union Local 888, (hereinafter referred to as the Union) and the University of Massachusetts (hereinafter referred to as the Employer) for the purpose of promoting harmonious relations between the Union and the Employer, establishing an equitable and peaceful procedure for the resolution of differences, and providing and maintaining mutually satisfactory terms and conditions of employment.

ARTICLE I RECOGNITION

A. The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for the employees in the Professional Administrative Unit in the classifications listed in Appendix A, as certified by the Massachusetts Labor Relations Commission Case Number SCR-2094, and as subsequently amended.

B. The following are excluded from the Unit:

1. Faculty as defined in Case Number SCRE-2006
2. Clerical and technical employees as defined in Case Number SCRE-2004.
3. Maintenance and custodial employees as defined in Case Number SCRE-2005.
4. All CETA and/or grant employees.
5. All adjunct and part-time faculty employees.
6. All employees carried on the '03" Account.
7. Managerial and confidential employees.
8. Employees excluded based on stipulations between the parties executed prior to or simultaneous with this agreement.

C. Should any new classification(s) be added to the work force, the Appointing Authority should notify the Union of such new classification(s) after appropriation and approval by the Legislature and the Division of Administration and Finance of the Commonwealth. The Appointing Authority and the Union shall then consult to determine mutually if such new classification(s) shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred then to the Massachusetts Labor Relations Commission by either party with a request that it make a determination.

ARTICLE II DEFINITIONS

The "Employer" shall mean the University of Massachusetts.

The "Appointing Authority" shall mean the University of Massachusetts Lowell.

The "President" shall mean the President of the University of Massachusetts.

The "Chancellor" shall mean the Chancellor of the University of Massachusetts Lowell.

The "University" shall mean the University of Massachusetts Lowell" unless otherwise specified.

ARTICLE III CONTINUATION OF EMPLOYEE RIGHTS, BENEFITS, AND PRIVILEGES

Nothing in this Agreement shall be construed to limit or reduce any right, benefit, or privilege accorded a member of the Professional Administrative Unit by the terms of Chapter 1175 of the Acts of 1973.

ARTICLE IV UNION SECURITY

A. DUES, AGENCY FEE CHECKOFF

The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee.

An employee may consent in writing to the authorization of the deduction of Union dues or agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Appointing Authority and shall bear the signature of the employee. An employee may withdraw his/her Union dues check off or agency fee authorization by giving at least sixty days notice in writing to the Human Resources Office and to the Treasurer of the Union.

The Appointing Authority shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Section and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted, provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

B. AGENCY FEE

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning 30 days following commencement of his/her employment or 30 days after signing of this Agreement,

whichever is later, a 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.

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

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 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 fee. In such litigation the Appointing Authority shall have no obligation to defend the termination.

Disputes between the parties concerning this section 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 service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with the Section, 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 service fee after having sufficient time to do so.

ARTICLE V

NON-DISCRIMINATION/AFFIRMATIVE ACTION

A. The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of membership or non-membership in the Union, or on the basis of any activities in connection with the Union.

B. The Parties also agree not to discriminate against Unit Members on the basis of race, religion, creed, color, national origin, gender, age, marital status, sexual orientation, handicap, or status as a Vietnam veteran.

C. In compliance with state and federal law, positive and aggressive measures will be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and compensation.

D. Any matters concerning Section B of this Article shall be subject to the University's Affirmative Action grievance procedure and not the grievance and arbitration procedure in Article VII of this Agreement.

ARTICLE VI UNION ACTIVITIES

- A. The Professional Administrative Unit shall elect one Steward and other Unit officers. The Union shall furnish the names of the officers to the Appointing Authority.
- B. The Steward and the Unit President, upon request, may be granted time off without loss of pay during working hours for the investigation and processing of grievances. Such request shall not be unreasonably denied.
- C. Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions. Such time off shall not be unreasonably denied.
- D. Subject to approval by the University Chancellor, representatives and officers of the Union may be granted time off without loss of pay to attend hearings before the Legislature and State agencies concerning matters for hearing submitted by the Union.
- E. Employees elected to any Union office or selected by the Union to do official full time work which takes them from their employment with the University may, at the written request of the Union, be granted unpaid leave of absence, subject to approval by the University Chancellor. Such approval shall not be unreasonably denied.
- F. On twenty-four hours notice to the appropriate authority, the Professional Administrative Unit may be given the right to schedule a meeting during normal operating hours in the buildings of the Campus, provided that such meetings shall be held at reasonable times and not interfere with the business operation of the University Except in emergencies, after a Professional Administrative Unit meeting has been scheduled, no other meetings involving bargaining unit members shall be scheduled at the same time.
- G. The Union shall be permitted the use of University bulletin boards and employee mailboxes for union related information.

ARTICLE VII GRIEVANCES AND ARBITRATION

The term “grievance” shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining Agreement.

It is the objective of the Parties to encourage the prompt and informal resolution of grievances of the members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

Grievances relating to discrimination based on race, color, age, religion, gender, sexual orientation, national origin, marital status, handicap, or status as a Vietnam-era veteran, shall be filed by the employee with the Affirmative Action Office and may not be processed through this grievance and arbitration procedure.

Step 1. The Union Steward and/or the aggrieved employee shall discuss the grievance informally with the employee's immediate supervisor, or the individual responsible for occurrence that lead to the grievance. Such discussion shall take place within ten (10) working days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence.

Step 2. If the grievance has not been resolved at Step 1, it shall be submitted in writing to the appropriate area Vice Chancellor within ten (10) working days after the discussion in Step 1. The Vice Chancellor shall meet or arrange to meet within ten (10) working days of receipt of such grievance. Following the Step 2 hearing the hearing officer shall have seven (7) working days to answer the grievance. Submission at Step 3 shall be within ten (10) working days after Step 2 response is due or received.

Step 3. If the grievance has not been resolved at Step 2, it shall be submitted in writing to the Chancellor of the University or his designee. The Chancellor or his designee shall meet or arrange to meet within ten (10) working days of receipt of such grievance. Following the Step 3 hearing the hearing officer shall have seven (7) days to answer the grievance. Submission at Step 4 shall be within ten (10) working days after the Step 3 response is due or received.

Step 4. If the grievance has not been resolved at Step 3, it shall be submitted in writing to the Office of the President of University. The President of the University or designee shall answer the grievance within twenty (20) working days of his/her receipt of the grievance.

If the grievance has not been resolved at Step 4, the Union may submit only grievances relative to termination, lay off, suspension, or demotion with loss of pay to arbitration within thirty (30) days after the President's response is due or is received.

Arbitration. The Arbitration shall be conducted by the American Arbitration Association under its existing rules or procedures. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision that alters, amends, adds to, or subtracts from the provisions of the Agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Where Steps 1 through 3 take place during working hours, the Steward and the grievant shall be allowed reasonable time off with pay to attend meetings or conferences as required in said steps.

In a case involving termination or layoff, Steps 1 through 3 shall be omitted and the grievance shall be referred directly to Step 4.

If a decision satisfactory to the Union at any level of the grievance procedure other than arbitration is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the procedure. A resolution of a grievance at Step 1 shall not constitute a precedent.

If the Appointing Authority 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 invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under this Article. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

ARTICLE VIII INFORMATION

The Appointing Authority shall provide the following to the Union:

- A. Current list of Unit employees, their classifications, and grade levels.
- B. Notice of new employees, transfers, and terminations.
- C. List of vacant positions.
- D. Agenda of the Board of Trustees' meetings, in advance.
- E. Notice of new classifications or additional staffing.
- F. Minutes of the Board of Trustees' meetings.
- G. Notice of Board of Trustees' Subcommittee meetings.
- H. Statements of job classifications and descriptions.

ARTICLE IX HOURS

- A. The normal hours of work for full-time employees shall be an average of 37 and 1/2 hours per week over each year.
- B. Employees in the bargaining unit shall be granted compensatory time off for work performed on the weekends and/or holidays.

C. Based on the needs of the department, including, but not limited to, hours of office coverage, adequate supervision, levels of staffing, and health and safety concerns, alternate work schedules may be granted to unit members. Such schedules may include less than twelve month work years, four day full-time work weeks or other less than full-time work schedules and summer work schedules. Alternate work schedules shall be requested in writing by the Unit member to his/her immediate supervisor, not less than thirty (30) calendar days prior to the requested start of the recommendation. The immediate supervisor shall submit the request with his/her recommendation, to the appropriate Vice Chancellor (or Chancellor if appropriate) for final approval. No more than two requests for a change in work schedule shall be allowed in any twelve month period.

ARTICLE X SALARIES

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

1. Effective April 3, 2005 each bargaining unit member who is on the University payroll as of February, 2005, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 2% based on the unit members January 1, 2005 salary.

2. Effective April 3, 2005, each bargaining unit member on the payroll February, 2005, shall be eligible to receive a merit award from a 1% pool based on the total salary rate of all full time employee equivalents in the bargaining unit on the payroll on January 1, 2005.

3. Effective January 1, 2006 each bargaining unit member who is on the University payroll as of December, 2005, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 2% based on the unit members December 31, 2005 salary.

4. Effective January 1, 2006, each bargaining unit member on the payroll December, 2005, shall be eligible to receive a merit award from a 1% pool based on the total salary rate of all full time employee equivalents in the bargaining unit on the payroll on December 31, 2005.

5. Effective January 1, 2007 each bargaining unit member who is on the University payroll as of December, 2006, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 2% based on the unit members December 31, 2006 salary.

6. Effective January 1, 2007, each bargaining unit member on the payroll December, 2006, shall be eligible to receive a merit award from a 1% pool based on the total salary rate of all full time employee equivalents in the bargaining unit on the payroll on December 31, 2006.

2. A. Effective July 1, 2001, the salary range of titles in this unit shall be increased as set forth in Appendix "B-1".

B. Effective July 7, 2002, the salary range of titles in this unit shall be increased as set forth in Appendix "B-2".

C. Effective July 6, 2003, the salary range of titles in this unit shall be increased as set forth in Appendix "B-3".

D. No Unit Member's salary may exceed the salary in the range specified for their title during the time frame in which each of these salary ranges is in effect. However, for Unit Members whose salaries currently exceed the ceiling for his/her specific range, they shall be allowed to continue to exceed the ceiling only by the dollar amount that their current salary exceeds such ceiling.

ARTICLE XI MERIT AWARD PROCESSES

For Unit Merit Awards:

- A. To Be eligible for the January 1, 2006 Award, individuals must:
1. Be a member of the bargaining unit prior to December 31, 2005 and be rated as "Satisfactory" in the most recent performance evaluation process; or,
 2. Have become a member of the bargaining unit through either promotion or appointment or transfer from another UMass Lowell full or part-time benefited position between January 1, 2005 and June 30, 2005 and be rated as satisfactory in their most recent performance appraisal.

For Achievement Merit Awards:

To be eligible for the January 1, 2006 Award, individuals must:

Be a member of the bargaining unit prior to January 1, 2006 and be rated as "Satisfactory" in the most recent performance evaluation process.

For Unit Merit Awards:

- B. To be eligible for the January 1, 2007 Award, individuals must:
1. Be a member of the bargaining unit prior to January 1, 2007 and be rated as "Satisfactory" in the most recent performance evaluation process; or
 2. Have become a member of the bargaining unit through either promotion or appointment or transfer from another UMass Lowell full or part-time benefited position between January 1, 2006 and

June 30, 2006 and be rated as satisfactory in their most recent performance appraisal.

For Achievement Merit Awards:

To be eligible for the January 1, 2007 Award, individuals must:

Be a member of the bargaining unit prior to January 1, 2007 and be rated as "Satisfactory" in the most recent performance evaluation process.

The Unit Merit Award is based on date of hire and "Satisfactory" performance, and the Achievement Merit Award is based on date of hire and level of performance above and beyond "Satisfactory" performance. The amounts of each award are based on a formula whereby half of the merit pool is available for Unit Merit and half for Achievement Merit. The pools are further divided whereby approximately 35% of the Chancellor's or Vice Chancellor's eligible unit professionals may receive the Highly Commendable Award and approximately 65% are eligible for the Commendable Award.

ARTICLE XII

PROFESSIONAL DEVELOPMENT GRANTS

A. A sum not to exceed 2%* of the total base salary rates of all members in the bargaining unit on February 5, 2005, shall be used for educational/professional development grants over the term of the agreement. The parties shall meet to establish the procedures for distribution of such funds.

*It is understood that funding for professional development will not be included in the revised cost request for this agreement. The University will make every effort to insure that the Governor will file a separate supplemental appropriation request to support professional development activities at the University. When and if such an appropriation is approved by the Legislature, the parties will meet to agree upon the standards and process for the distribution of professional development funds to unit members.

ARTICLE XIII

LEAVE

A. SICK LEAVE

(a) Employees shall be entitled to 15 days per year for each full payroll year from date of hire to be used for personal illness; effective the implementation date of the PeopleSoft Human Resources Information System, sick leave shall accrue bi-weekly. When the spouse, domestic partner, child or parent of either the employee, his/her spouse or his/her domestic partner, or a relative living in the immediate household is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year. Unused sick leave will be accumulated. A fulltime employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated sick leave time for that pay period calculated as a portion of the number of hours worked in that pay period. This

provision shall be implemented consistent with the date of implementation of the PeopleSoft Human Resources Information System.

(b) The Appointing Authority agrees to continuation of the Sick Leave Bank to be used by employees in case of catastrophic illness or injury. This Sick Leave Bank is to be administered by the officers of the Professional Administrative Unit. The sick days in the bank shall be contributed by members of the Unit. Employees must use all paid vacation, personal and sick leave before drawing on the Sick Leave Bank. Employees must contribute to the Bank if they wish to become members.

(c) Employees who retire shall be paid twenty percent (20%) of the value of their unused sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit. To be eligible employees must notify the Chancellors Office at least six months in advance of expected date of retirement. The Chancellor may waive notification for good reason, and if funds are available except as provided from § i and ii below employees whose service with the Commonwealth is terminated other than by retirement shall not be entitled to any compensation in lieu of accumulated sick leave credits.

i. Employees who meet the criteria to receive a pension from the Massachusetts State Board of Retirement as determined by M.G.L. Chapter 32, shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with c. above, in the event that they become deceased while an employee of the University.

ii. Employees whose service with the University is terminated due to layoff, shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with c. above, if they retire from the Commonwealth no later than three (3) years after their layoff from the University.

2. Whenever the Chancellor or his 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 (5) consecutive working days, the Chancellor or his 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 therefore has been made by the Chancellor or his designee, may, at the discretion of the Chancellor or his designee, result in the absence being treated as Absence Without Pay.

3. The Chancellor, or his designee, may require that an employee wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the Chancellor, or designee, and/or by a physician of the employee's choosing. If the Chancellor, or his designee, requires the employee to be examined by its designated physician, the University 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.

B. BEREAVEMENT LEAVE

Employees shall be granted four successive working days of paid leave in the event of the death of a member of the immediate family (spouse, parent, mother or father-in-law, brother, sister, child, grandparent, grandchild) or other relative who is a member of the household. 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 grand child.

C. MATERNITY/PATERNITY LEAVE

The Appointing Authority shall allow maternity/paternity leave of eight weeks, in accordance with Chapter 149, Section 105D of the Laws of the Commonwealth, to a full-time employee who has completed the probationary period.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Appointing shall implement the provisions of the FMLA in accordance with the University Board of Trustees Policy (Doc. T93-123) as amended. (see Appendix J).

During family leave taken in conjunction with the birth, adoption or placement for foster care of a child an employee shall receive his/her salary for ten (10) days of said leave, immediately following the birth, adoption or placement.

E. CIVIC DUTY LEAVE

Every employee covered by this Agreement who is required to serve on a jury or act 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 a leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to such appearance or service and payment therefore, if any, the Appointing Authority shall pay such employee the sum of money which, when added to the amount received by the employee as compensation for appearance, will result in the payment to the employee of his/her salary for any particular work week. 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.

F. MILITARY LEAVE

(1) An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

(2) 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 therefore, without loss of his ordinary remuneration as an employee under Section 59 of C.33 General Laws as amended.

(3) 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.

(4) 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 service until the expiration of two years from the termination of said military or naval service by him/her.

G. PAID PROFESSIONAL LEAVE

Subject to approval by the University Chancellor or his designee, employees may be granted paid leave of absence for educational purposes--to attend conferences, seminars, briefing sessions, or other functions of a similar nature--that are intended to improve or upgrade the employee's skill or professional ability. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied.

H. EXTENDED EDUCATIONAL LEAVE

Members of the bargaining unit shall have the right to apply for an extended educational leave after having completed a period of seven (7) years of such service at the University of Massachusetts Lowell or, if such leave has been previously granted to him/her, after having completed a period of seven (7) years of such service following the last such leave. Requests for leave shall be submitted in writing at least six months in advance to the Area Vice Chancellor. (The Chancellor may waive this time period for good reason.) The Area Vice Chancellor shall forward it to the Chancellor of the University together with his/her written recommendations and a statement indicating whether the work of the administrative area in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The applicant shall further set forth in detail a report summarizing the work the unit member intends to perform during the leave and shall further indicate such work is consistent with the principles of educational leave. The application shall also contain a disclosure of all financial compensation, if any, relative to the purpose for which the educational leave is being requested. The Chancellor has sole authority and discretion to grant or deny the request. Whenever the

Chancellor shall have declined to grant such leave, he shall transmit his reasons therefore in writing to the unit member whose request for leave has been denied.

(i) Applications for extended educational leave may be made for the following purposes only:

(a) for pursuit of an advanced academic degree clearly related to the Unit Member's responsibilities or easily foreseen future responsibilities at the University of Massachusetts Lowell;

(b) to develop specific, documentable expertise related to a Unit Member's present or easily foreseen future responsibilities at the University of Massachusetts Lowell.

(ii) The Unit Member shall, prior to the granting of educational leave through the Office of the Chancellor, enter into a written agreement with the University of Massachusetts Lowell Board of Trustees that upon the termination of such leave he/she will return to the University of Massachusetts Lowell for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to him/her, an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed to be rendered.

(iii) Such extended educational leaves will not result in an increased salary cost to the University.

(iv) Salary payments during such educational leave shall be: one-half (1/2) pay if leave is granted for a full academic year; full pay if leave is granted for one-half an academic year (i.e., an academic semester). Such leaves shall be timed concurrent with the academic semester cycle.

(v) The unit member shall within 30 days of return from such leave provide to his/her Area Vice Chancellor and the Chancellor a report detailing and documenting the accomplishments on said leave relative to the purpose for which the leave was granted. Failure to comply with the terms of an approved leave shall cause the recipient to refund to the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to him/her, an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed to be rendered.

(vi) This section, "Extended Educational Leave", is non-grievable.

I. ALL PURPOSE UNPAID LEAVE

Subject to approval by the Chancellor, employees may be granted leaves of absence for a limited period, not to exceed one year, for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasons for requests shall be

submitted in writing. Approval shall not be unreasonably denied. The employee shall not suffer any loss of benefits or seniority as a result of such leave except as follows:

1. Employees who continue medical insurance coverage shall pay the entire premium directly, and;
2. Retirement, sick leave, seniority, and vacation credit shall not accrue during the term of the leave.

J. PAID PERSONAL LEAVE

Except as noted below, effective January, 2002 and annually thereafter, on the first payroll of the new calendar year, full-time employees shall be credited with three (3) paid personal leave days, which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member and approved by the supervisor. Any paid personal leave not taken by the last payroll date of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per calendar year. Personal leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of one half hour and may be used in conjunction with vacation leave. Full time bargaining unit members hired into the bargaining unit on or after the first full payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited</u>
January 1 to March 31	3
April 1 through June 30	2
July 1 through September 30	1
October 1 through December 31	0

For the period July 1, 2001 through December 2002 each full time bargaining unit member on the payroll as of July 1, 2001 will be credited with four and one-half (4 ½) paid personal leave days which must be used or forfeited by the last payroll day of the payroll month of December 2002. Full time bargaining unit members hired into the unit after the first payroll day of the month of July 2001 and prior to the last payroll of December 2001 shall be credited with one and one-half (1 ½) days in addition to amounts listed in the schedule above.

ARTICLE XIV
VACATIONS

- A. 1. Beginning at the end of the first 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:

Length of continuous full-time “creditable service” as of the end of each applicable month:

Vacation Leave Accrued:

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

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

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

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

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

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

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

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

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

3. For the purpose of this Article, the phrase “in service of the Commonwealth” shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer. Notwithstanding the foregoing provisions of this paragraph, employees hired by the University prior to July 1, 1977 who had prior service in

Massachusetts towns, cities, counties, or districts shall continue to receive credit for such service for purpose of determining their service of the Commonwealth.

B. Unit members hired between 07/01/68 and 12/31/74 shall, upon completion of one hundred twenty (120) months of full-time creditable service as defined in Section A I, A 2, and A 3, of this Article, accrue vacation leave at the rate of 2 1/12 days per full payroll month of employment until they have completed three hundred (300) months of creditable service at which time they shall accrue vacation leave at the rate of 2 1/2 days per full payroll month of employment. In all other respects such employees shall be subject to the provisions of this Article.

C. 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.

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

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

F. The Appointing Authority shall grant vacation leave within twelve (12) 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. No Unit Member shall carry more than sixty-four (64) days of vacation leave credit. Any employee who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), 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 leave would be lost if not taken. Except in cases of emergency, vacation leave must be requested and approved in advance.

G. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement, may be charged, unless otherwise notified by the employee, to personal leave and then vacation leave, if any.

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

I. An employee who is eligible for vacation under this agreement, whose services are terminated for any reason, excluding 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 allowances had already been made therefore.

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

1. Illness of the employee;
2. Dismissal through no fault or delinquency attributable solely to the employee; or
3. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Worker's Compensation benefits.

K. Vacation leave shall accrue to an employee while on a Leave with Pay status or on Industrial Accident Leave.

L. 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.

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

ARTICLE XV HOLIDAYS

A. The following shall be holidays for employees:

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

*Only in Suffolk County
Note Section C below

B. An employee required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason then he 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.

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

D. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following.
Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding.
Such holidays shall be granted in accordance with and subject to the provisions of this Article.

ARTICLE XVI GROUP HEALTH INSURANCE CONTRIBUTIONS

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and his/her dependents under the Plan.

ARTICLE XVII HEALTH AND WELFARE

A. CONTINUATION OF TRUST AGREEMENT

The parties agree to continue a Health and Welfare Fund under an Agreement and Declaration of Trust executed by the Union(s) 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(s).

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

B. FUNDING

Effective, January 1, 2006 the Employer agrees to contribute on behalf of each bargaining unit member, the sum of twelve dollars (12.00) per calendar week. 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.

C. NON-GRIEVABILITY

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

D. EMPLOYER'S LIABILITY

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund(s). The Employer's liability shall be limited to the contributions indicated under Section 8.

ARTICLE XVIII PROMOTION AND FILLING OF VACANCIES

A. Openings in the bargaining unit within the University of Massachusetts Lowell shall be posted throughout the University for ten working days before being advertised outside.

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

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

ARTICLE XIX
DISCIPLINE, DISCHARGE, AND LAY-OFF

A. Except as provided for in section C of this article, oral and written warnings, suspensions, demotions and termination shall be for just cause.

1. In a case involving termination or layoff Steps I through 3 of the Grievance Procedure in Article VII shall be omitted and the grievance shall be referred directly to Step 4 of the Grievance Procedure. Grievances pertaining to Articles IV, Union Security, XIII, Leave, and XIV, Vacations may be processed in accordance with Article VII, Grievances and Arbitration.

B. 1. The following functional divisions shall constitute seniority units within the Professional Administrative Unit:

Academic Administrative Support
Admissions
Athletics
Business Operations
Computer Center
Continuing Education
External Relations
Health Services
Radiation Laboratory
Physical Plant
Professional Technicians
Student Services
Special Academic Services
TURI POSITIONS as identified under C. (2) below

2. When it is determined by the Appointing Authority that layoffs are necessary, the following factors will be used in determining which employees will be laid off first in each seniority unit:

- a. Performance by the employee.
- b. Level of responsibility of the employee.
- c. Seniority of the employee.
- d. Possession of special expertise or technical skills which makes it necessary to retain the employee.

3. If, while any employees are on layoff status for a period of up to two years, openings occur within the unit, these employees will be recalled using the standards set forth in Section B (2) before other employees are hired or transferred.

4. In the event that bargaining unit employees are to be displaced or otherwise adversely affected by redesign, reorganization, or retrenchment initiatives, the parties agree to meet and discuss options available to such employees and/or their departments, including but not limited to early retirement incentives, part-time work schedules, severance benefits, and outplacement support services.

The University will identify such redesign, reorganization, or retrenchment initiatives as soon as possible and will make reasonable efforts to allow for sixty (60) calendar days advance notice of displacement and/or layoff.

C. During the first year of service at the University, an employee may be terminated, disciplined, or laid off without recourse to arbitration except as provided below.

1. For Unit Members hired in the Athletics area after April 1, 1984, whose responsibilities are primarily coaching in nature, employment contracts may be issued on an up to three year basis , and may be renewable annually thereafter based upon performance.

2. For Unit Members hired as a Research Scientist, Research Technician or other similar position mutually agreed upon by the parties, employment contracts may be issued on an up to three year basis, and may be renewable annually thereafter based upon performance.

D. In implementing this Article, the Appointing Authority shall give due consideration to the need to retain the integrity and continuity of the University's Affirmative Action Program and the need to implement an Affirmative Action policy as required by federal and state laws, regulations, guidelines, and policies.

ARTICLE XX EXPENSES

A. Employees authorized to travel in connection with their duties as a University of Massachusetts employee, shall be reimbursed for costs in accordance with the Board of Trustees Policy, Document T92-03 1 (Appendix B), and as may be amended from time to time. A copy of this document shall be attached as an appendix to this agreement (Appendix K)

ARTICLE XXI TUITION REMISSION

A. The spouse, and dependent children through the age of twenty-five (25), of an employee, as well as the employee, shall be entitled to free tuition at the University of Massachusetts Lowell.

1. For Course Work During Regular Working Hours

A Unit Member may take only one course per semester at the University of Massachusetts Lowell and none elsewhere during his or her regularly scheduled working hours. The course must relate to a job function or must be part of a degree program that relates to job function. Any course can be taken, subject to the established pre-requisites, with priority given to full-time students. Supervisory approval is required, through the level of the area Vice Chancellor. The employee will write a memorandum to his or her area Vice Chancellor, through his/her immediate supervisor requesting approval. The Vice Chancellor will send a copy of the letter, if approved, to the Office of Personnel and to the Unit Member. The Unit Member should include a copy of the approval letter and the University of Massachusetts Lowell Tuition Remission Request form (see Appendix C) with the tuition bill, and return it to the appropriate University Office. The Unit Member must make up any time lost from the regular job performance through participation in a course. This policy shall apply to all graduate and undergraduate courses in both day school and continuing education.

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

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

3. Courses Taken Outside Regular Working Hours

There is no limitation on the number of courses taken.

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

C. Tuition remission will be extended at the University of Massachusetts Lowell, to the dependent children, through the age of twenty-five (25) years of age, for bargaining unit members who have been employed at the University for five (5) or more years and who become deceased while an employee of the University.

ARTICLE XXII MISCELLANEOUS

- A. All provisions of this Agreement shall be binding on the Employer and its successors and assigns insofar as may be permitted by law.
- B. Effective on the ratification date of this contract, faculty members shall not be assigned to perform work ordinarily performed by members of this unit for a period of longer than six months.
- C. Employees shall not be required to pay fees for use of University parking facilities.
- D. A member of the unit shall be included on any University committee that directly affects the Professional Administrative Unit where in the opinion of the Chancellor such representation is appropriate.
- E. Qualified employees in the Professional Administrative Unit shall be eligible to teach in the Continuing Education Division of the University of Massachusetts Lowell.
- F. Employees shall have access to their personnel files upon reasonable notice to the Personnel Office.
- G. Evaluations shall be performed by Unit Member supervisors in accordance with Appendix G.
- H. No Unit Member shall hold a position in an "Acting" capacity longer than one year.

ARTICLE XXIII NO STRIKE/NO LOCKOUT

During the term of this Agreement the Professional Administrative Unit, its officers and representatives, shall not authorize, condone, encourage, or engage in a strike, work stoppage, or slowdown. The Employer agrees that there will not be lockouts during the term of this Agreement.

ARTICLE XXIV
SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Board of Trustees of the University and may be submitted by the Union to expedited arbitration.

ARTICLE XXV
MANAGEMENT RIGHTS

The Union agrees that, subject to the terms of this Agreement, the management of the University's activities and the direction of the staff, including but not limited to the establishment of reasonable working rules and reasonable work schedules, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, and to discipline or discharge employees for just cause, are vested exclusively in the Employer when not in conflict with other provisions of the Agreement.

ARTICLE XXVI
ADDITIONAL COMPENSATION

The parties agree that from time to time it may be appropriate and/or necessary to offer additional compensation beyond that which is provided for by the cost of living or merit provisions of Article X SALARIES of the Collective Bargaining Agreement or as a result of a promotion to a new position within the University. It is agreed that such additional compensation will be available for the circumstances as noted below but not exclusively so. It is also agreed that the Union will receive when it is contemplated that additional compensation will be provided to a unit member. It is also agreed that the amount or type of additional compensation shall not be grievable under Article VII of the Collective Bargaining Agreement.

1. Additional compensation for the performance of job duties without a change in title which are to be performed or which were performed for a period of less than one year. Such compensation will be paid in the form of a stipend, the amount of which will be determined by the Chancellor or his/her designee.

It is agreed that such stipend will not be considered as part of the unit members' base salary and shall not be considered as base salary for purposes of determining future changes in salary, retirement, or other salary based benefits.

2. Additional compensation for the performance of additional job duties without a change in title, relates to the unit member's normal duties, and which are to be performed for a period of more than one year. Such compensation will be paid as an increase to the individual's base pay; the amount and type of pay to be determined by the Chancellor or his/her designee.
3. Additional compensation paid to unit members whose responsibilities are primarily coaching in nature upon reappointment or in accordance with sections 1 or 2 above.
4. Except by mutual agreement of the parties Sections 1 and 2 of this provision shall end upon the completion of a Classification system or December 31, 2006, whichever occurs first.

ARTICLE XXVII DURATION

This Agreement shall be for the three (3) year period from July 1, 2004 to June 30, 2007 and terms contained herein shall become effective on July 1, 2004 unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2007. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Signature Page

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 888:

FOR THE UNIVERSITY OF
MASSACHUSETTS:

Richard Bonito
Union
Robin [unclear]
Brenda [unclear]
Cora [unclear]
Maera Sweeney

John J. [unclear]
University

APPENDIX “A-1”
CLASSIFICATIONS

RANGE 1.

Assistant Comptroller and Director Accounting Services
Assistant Comptroller and Director of Campus Treasury Services
Assistant Director, Computer Center
Assistant Director of Continuing Education
Associate Chief Engineer and Director of Maintenance
Associate Dean of Students/Coordinator of Disability Services
Associate Director for Development for Corporate/Foundation Relations
Associate Director of Computer Center
Associate Director, Continuing Education
Chief Engineer, Director of Physical Plant Operation and Construction
Chief of University Police
Dean of Admissions
Dean of Freshmen
Director of Academic Information Enrollment Services
Director of Academic Services
Director of Accounts Payable & Receiving
Director of Accounts Receivable
Director of Administrative Computing
Director of Administrative Services
Director of Admissions
Director of Alumni Relations
Director of Career Services
Director of Center on Diversity and Pluralism
Director of Communications
Director of Community Programs for the Center for Performing Arts
Director of Community Services
Director of Continuing Education
Director of Counseling
Director of EOP
Director of Educational Computing
Director of Financial Aid
Director of Institutional Advancement
Director of Institutional Research
Director of Minority Student Affairs
Director of NMR Laboratory
Director of Nursing Laboratories
Director of Payroll Office
Director of Placement
Director of Professional Institute-University College & Continuing Education
Director of Purchasing
Director of Residence Life & Student Development

Director of Safety and Supervisor of Building Maintenance
Director of Special Academic Services
Director of Student Activities/Student Centers/Commuter Services
Director of Telecommunications
Director of Transfer Admissions
Executive Director, Center for Performing Arts
Executive Director Centers for Learning
Program Administrator
Registrar, Director of University Records
Research Scientist
Sector Studies Coordinator
Senior Research Scientist
Senior Scientist
Varsity Ice Hockey Coach

RANGE 2.

Academic Computing Applications Specialist
Assistant Business Office Manager
Assistant Director for Development and Alumni Systems
Assistant Nuclear Engineer
Associate Director of Admissions
Associate Director of the Center for Environmentally Appropriate Materials
Associate Director of Financial Aid
Associate Director of Placement
Associate Director of Sound Recording Technology Facilities
Associate Director of Special Academic Services
Chief Reactor Operator
Coordinator of Academic Services in Educational Technology
Coordinator for Alumni Affairs
Coordinator of Public Information
Director of Alumni Affairs
Director of Computer Laboratories
Director of Disability Services
Director of Freshman Year Program
Director of University Annual Giving Program
Director of University Health Services
Education & Training Associate
Library Information Systems Manager
Manager of General Accounting
Nuclear Reactor Supervisor
Nuclear Instrumentation Engineer
Professional Technician III
Radiation Safety Officer
Research Associate for Policy Methods

Senior Administrative Systems Analyst
Staff Assistant IV
Supervisor, Administrative Data Systems
Supervisor, Telecommunications & Maintenance
Systems Analyst
Technical Support Associate
Technology Transfer Center Manager

RANGE 3.

Administrative Coordinator for Demonstration School
Assistant Dean of Students
Assistant Director of Admissions
Assistant Director of Financial Aid
Assistant Director of Payroll
Assistant Nuclear Engineer
Associate Nuclear Facility Engineer
Athletic Trainer
College Counselor
Coordinator/Community and Visiting Artists Division
Department Administrator
Director of Athletic Training
Director of Housing
Nuclear Reactor Operator
Operating Systems Analyst
Professional Technician II
Prospect Research Coordinator
Radiochemistry Technician
Research Technician
Scheduler and Assistant Registrar
Senior Reactor Operator
Staff Assistant III
Supervisor, Administrative Data Processing
Supervisor of Aquatic Activities/Athletic Complex
Supervisor of Grounds Maintenance
Varsity Basketball Coach

RANGE 4.

Administrative Data Programmer/Analyst
Assistant Athletic Trainer
Assistant Ice Hockey Coach
Assistant Project Director of A.I.D.
Coordinator for Alumni Records and Research

Equipment Manager, Golf Coach
Professional Technician I
Program Events Coordinator
Resident Nurse
Skating Rink Building Manager
Staff Assistant I
Staff Assistant II
Supervisor Student Complex

APPENDIX "B-1"

THE SALARY SCHEDULES (B-1, B-2, B-3, B-4, AND B-5)

ARE TO BE DETERMINED IN ACCORDANCE WITH ARTICLE XI
MERIT PROCESS

APPENDIX C

***Certificate of Eligibility for Systemwide Tuition Remission
University of Massachusetts Lowell***

Instructions: Before completing this form, please read carefully the Board of Regents Systemwide Tuition Remission Policy for Higher Education Employees (on reverse side) to determine whether you are eligible for tuition remission benefits Then complete and sign this form and have it signed by the Office of Human Resources (Dugan 101 - South Campus). You must then submit it to the Community College, State College, or UMass campus at which the student is enrolled.

Employee Name:_____

Employee Social Security #:_____

Employee Title:_____ Department:_____

Semester for which request is being made:

_____ Fall 200__ _____ Spring 200__
_____ Summer I - May-June 200__ _____ Summer II - July-August 200__
_____ Intercession - January 200__ _____ Other _____

STUDENT INFORMATION (IF NOT EMPLOYEE)

Student Name:_____

Student ID#:_____

Student Relationship to employee: _____Dependent Child _____Spouse _____Partner

Level of course work: _____Undergraduate _____Graduate Non-credit Cont.Ed._____

State College or University name:_____

Number of credits being attempted:_____

I, hereby request a waiver of tuition in accordance with the university's tuition remission policy. I certify that the above information is true and accurate.

Signature of employee

Date

FOR OFFICE USE ONLY:

The individual names above is an employee of the University of Massachusetts Lowell and meets all eligibility requirements for tuition remission.

Approved by:_____

Date:_____

Is this tuition waiver taxable?_____

If yes, what is the taxable value of this tuition waiver:_____

UMASS LOWELL TUITION REMISSION POLICY

The Tuition Remission Policy passed by the Higher Education Coordinating Council (HECC) applies to any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University (excluding the M.D. Program at the University of Massachusetts Medical School).

In addition, the policy applies to any non-state-supported course or program offered through Continuing Education, including community service courses or programs at any Community College, State College, or University.

EFFECTIVE DATE: You must have completed at least six (6) months of employment as of the first day of class if the course in which you are enrolling is at a Community College or State College. You must be employed prior to the first day of classes to receive a tuition waiver for any of the UMass campuses.

Who is eligible for this benefit?

FULL TIME EMPLOYEES: As a full time benefited staff member, you are eligible for a full tuition waiver for all credits per semester in any state-supported course or any UML Continuing Education program. Additionally, you are eligible for half (50%) tuition waiver for any nonstate-supported course or program offered through Continuing Education at other state colleges or universities. Signatory approval of the Human Resource Office is required. If you take a class during normal working hours, you must arrange to make up an equal amount of work time.

PART TIME EMPLOYEES: At any UMass Campus, part-time employees (at least 50% time, with benefits) are eligible for up to 7 tuition-free credits per semester for undergraduate and graduate classes.

At any other State School, part-time benefited employees are eligible for half (50%) tuition waiver for all credits per semester in any state-supported course or program and quarter (25%) tuition waiver for any non-state-supported course or program offered through Continuing Education.

DEPENDENTS: Whether you are a full time or part time benefited employee, your spouse and/or unmarried dependent children up through the age of 25 shall be eligible for a tuition waiver. The percent of tuition waived is in accordance with your eligibility status (please see above). If your dependent child is older than 25 years of age, you may request a waiver of the age limit requirement from the President of the University system. Per applicable Collective Bargaining Agreements, a domestic partner may be eligible for tuition benefits.

What does the waiver cover?

The waiver applies to tuition only. As an added benefit to employees, UMass Lowell waives fees for undergraduate and graduate courses. Part-time employees have the same

as they do their tuition. Fees are not waived at other state campuses and are not waived for spouse/partner or dependents.

When do I have to fill out this form?

You need to complete the Tuition Remission form each semester. It may be completed up to 120 days prior to the start of each semester.

What do I do with the form?

All forms should be completed and brought to the Human Resource Office for approval. Once approved, they can be submitted to the respective campus for proper credit. For day school classes at UMass Lowell, please forward completed forms to the Financial Aid Office. For classes taught through Continuing Education please bring completed forms to registration or the Continuing Education Office in Southwick Hall.

Is this tuition waiver taxable?

Yes, it may be considered taxable income. All undergraduate and Continuing Education courses are exempt from taxation. Graduate courses for employees are exempt from taxation. A spouse, partner, or dependent child enrolled in graduate courses is subject to taxation. The value of the waiver is considered taxable employee income. If the Human Resource Office declares that the income is taxable, they will notify the employee of their options for having this income tax withheld.

APPENDIX D
ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS

The parties acknowledge that the University's right to implement new administrative computing and payroll systems pursuant to Article XXV. In order to ensure an orderly, fair, and effective implementation of any new systems, the University and the Union will establish a Special Labor management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss and bargain over the impact of new computing and payroll systems including, a bi-weekly payroll cycle and any similar impacts.

Direct Deposit

The University and the Union agree to meet and discuss prior to the implementation of a mandatory direct deposit system whereby all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

APPENDIX E
COST ITEMS

A. The cost items contained in this Agreement including Article X, Article XI, and Article XVI shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Laws, Chapter Section 7 and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the effective dates provided in this Agreement.

B. 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 TURI or Trust Fund unit members, support funds must be available in the specific trust fund budget for the fiscal year in which payment must be made.

C. Unit Members holding positions historically paid from the TURI or a Trust Fund shall continue to receive salary and fringe benefits solely from this funding source.

D. For Unit Members paid from Trust Funds, the payments stipulated as being made by the Commonwealth in Article XVI (Group Health Insurance Contributions) will instead be paid by the appropriate Trust Fund.

E. Monies generated by the operations of the Continuing Education Trust Fund, which has its own general and subsidiary ledgers, its own budget, and its own fiscal year, cannot be utilized for any purpose other than that specified by the Board of Trustees, and shall not be utilized to pay salaries or fringe benefits of Unit Members holding positions for which funding is appropriated by the Legislature; and vice versa, funds appropriated by the Legislature shall not be utilized to pay salaries or fringe benefits of persons holding positions for which the funds are generated by the Continuing Education Trust Fund.

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

APPENDIX F TRUST FUNDS

CONTINUING EDUCATION

1. Seniority for Unit Members paid from the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the unit January 10, 1984, shall be that date; except for circumstances when comparison of two or more of said Continuing Education employees is required, then the date of hire into Continuing Education at the University of Massachusetts Lowell (or its predecessors) shall govern the seniority date.
2. Relative to the calculation of their years of “creditable service” for purposes of establishing their vacation status, for persons paid from the University of Massachusetts Lowell Continuing Education Trust Fund, “creditable service” earned in Continuing Education, University of Massachusetts Lowell (or its predecessor institutions) or while in “service to the Commonwealth” as defined in Article XIV, Section A-3 (Vacations), shall be included.
3. Unit Members promoted into Continuing Education after January 10, 1984 shall retain: (A) their “creditable service” for vacation, (B) their seniority for purpose of promotion or layoff, and (C) their benefits as stipulated for Continuing Education Trust Fund Unit Members specified in this Agreement.

ATHLETICS

1. Seniority for Unit members paid by the Athletic Fee Trust Funds through the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the Unit shall be the date of accretion, June 30, 1985, except for circumstances when comparison of two or more of said employees is required, then the date of hire into the said Trust Fund at the University of Massachusetts Lowell (of its predecessors) shall govern the seniority.
2. Relative to the calculation of years of “creditable service” for purposes of establishing their vacation status for persons paid through the University of Lowell Continuing Education Trust Fund, “creditable service” earned while employed by said Trust Fund, University of Massachusetts Lowell (or its predecessor institutions), or while in “service to the Commonwealth” as defined in Article XIV, Section 3, “Vacations”, shall be included.
3. Unit Members promoted into said Trust Fund after the accretion date shall retain: (A) their “creditable service” for vacation, (B) their seniority for the purpose of promotion or layoff, and (C) their benefits as stipulated for said Trust Fund employees specified in this Agreement.

APPENDIX G EVALUATION OF UNIT MEMBERS

A. PURPOSES OF EVALUATION OF UNIT MEMBERS

The parties recognize that the overall aim of the evaluations of Unit Members is the continual maintenance and improvement of the quality of service throughout the University.

To this end the evaluations should serve the following particular purposes:

1. To help individual Unit Members improve their performance;
2. To assist in making decisions regarding the employment status of Unit Members, and;
3. To increase the effectiveness and efficiency of Unit Members acting as members of a team responsible for the delivery of educational services.

B. EVALUATION ASSESSMENTS

The evaluation procedures set forth in this Agreement are therefore designed to provide the following:

1. A means of assessing individual performance and achievements in assigned roles;
2. A means of assessing activities leading to self improvement and continuous performance growth;
3. A means of assessing performance in areas such as communications and leadership, and in general management skills such as planning, budgeting, decision-making, interpersonal relations, conflict resolution, and problem-solving, which may be pertinent to their job and;
4. A means of assessing performance and growth of Unit Members in relation to their role-specific area, to their fellow employees in related areas, to their fellow employees in other areas within the University, and to their overall contribution to the maintenance and development of the University's programs and operations.

C. CRITERIA FOR EVALUATION

Every Unit Member shall be evaluated at least annually on the basis of the following criteria:

1. Effectiveness in carrying out those responsibilities assigned by his or her supervisor;
and

2. Effectiveness in such job related functions as
 - a. Communications
 - b. Decision-making;
 - c. Planning and goal completion;
 - d. Operations and action;
 - e. Problem-solving and conflict resolution;
 - f. Human, inter-personal, and public relations;
 - g. Demonstrated commitment to the principles of Equal Opportunity and Affirmative Action;
 - h. Delegation of responsibilities, and
 - i. Technical expertise; and
3. The kind and quality of the Unit Member's efforts to maintain and augment his or her knowledge and skills in the professional field in which he or she is employed and assigned, which are to include specifically such of the following as may be applicable;
 - a. Advanced study and/or professional development activities;
 - b. Activities demonstrating professional leadership;
 - c. Development and communication of information and/or studies, including the dissemination of writings, reports, papers, conference presentations, and the like,
 - d. Participation in conferences, seminars, workshops, and similar professional gatherings; and
 - e. Such other information pertinent to the Unit Members professional growth and development; and
4. Such other activities as may be pertinent to the Unit Member's contribution to the University community.

D. MATERIALS TO BE UTILIZED IN THE CONDUCT OF EVALUATIONS

To the extent that each is available at the time when an evaluation is conducted, the following materials shall be utilized in the conduct of the evaluation of each Unit Member:

1. The supervisory Evaluation Form completed in accordance with the provisions of this Appendix;
2. Any materials or statements submitted by the Unit Member in accordance with the provisions of this Appendix; and
3. Materials contained in the Unit Member's official personnel file.

E. EVALUATION PROCEDURES

1. Self Evaluation

a. The Unit Member may submit to his or her area supervisor any additional written information and material that he or she deems relevant to the conduct of the evaluation.

b. If it is to be utilized, this material shall be submitted within fifteen calendar days prior to the deadline date established by the Vice Chancellor for Administration and Finance for the evaluation schedule.

2. Evaluation by Area Supervisor

a. Each Unit Member's performance shall be evaluated at least annually by his or her area supervisor, this evaluation to be set forth in writing by the supervisor using the evaluation form as provided by the Human Resources Office.

b. The area supervisor shall conduct the scheduled evaluation of his or her respective Unit Members on the basis of the evaluation criteria set forth in Section C of this Appendix. The evaluation information to be considered by the area supervisor shall include the materials, if any, submitted by the Unit Member.

c. Within two weeks following the end of the time period scheduled for evaluation, the Unit Member shall be contacted by his/her supervisor to discuss the evaluation. After discussion, the supervisor and Unit Member will sign the evaluation and a written copy of his/her evaluation will be provided to the Unit Member. Within three (3) working days after receipt of the signed evaluation the Unit Member may submit a written response to the evaluation made by his/her supervisor.

3. Review by the Area Vice Chancellor

The annual evaluation of every Unit Member conducted by his/her supervisor shall be reviewed by the area Vice Chancellor. The area Vice Chancellor shall then record on the Evaluation Form completed by the area supervisor any such recommendations and comments as are deemed appropriate by the area Vice Chancellor. Each Unit Member so evaluated shall receive a written copy of his area Vice Chancellor's comments and recommendation. Upon written request submitted to the area Vice Chancellor, the Unit

Member shall, within seven (7) days after such receipt, be entitled to meet with the area Vice Chancellor to discuss his/her evaluation. Within three (3) working days after any such meeting, the Unit Member may submit a written response to the evaluation made by the area Vice Chancellor. Thereafter, the area Vice Chancellor's evaluation together with all materials taken into consideration in its preparation, and any written response thereto, shall be forwarded to the Human Resources Office and become part of the employee's permanent personnel file.

F. TIME SCHEDULES

The annual evaluations of all Unit Members shall be completed in accordance with a schedule established annually by the Vice Chancellor for Administration and Finance. The Parties agree that the establishment of any such schedule or schedules shall nevertheless permit frequent periodic evaluation meetings between an area supervisor and/or an area Vice Chancellor on the one hand and a Unit Member on the other, especially one who is in his/her first year of employment. Therefore, the Vice Chancellor for Administration and Finance shall attempt to phase the first annual evaluation of a newly employed Unit Member into the more general evaluation schedule in such fashion as to permit one or more periodic evaluation meetings to take place as previously indicated prior to the conduct of such Unit Member's first annual evaluation, according to the previous sections. Nothing in the foregoing provisions shall restrict the right of the Chancellor to require, in the case of any particular Unit Member, that an evaluation be conducted sooner or more frequently than is otherwise provided. Written notice of such time schedules shall be provided by the Vice Chancellor for Administration and Finance to all supervisors of Unit Members, to all area Vice Chancellors, and to the Union President. Notice to the Union President shall be deemed to be notice to all Unit Members. In the event that any member of the bargaining unit shall have failed to comply with any time schedule affecting the conduct of any evaluation, the Chancellor or designee may in his/her discretion, after reviewing the materials, if any, which have been prepared or submitted pursuant to the conduct of such evaluation, make such recommendations or take such action as he/she deems to be required in respect thereof, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

APPENDIX H
POSITION CLASSIFICATION
REVIEW COMMITTEE

The parties mutually agree to establish a committee comprised of Unit and Non-Unit Professional Staff, whose charge will be to make a recommendation for the selection of a standardized position classification system. It will be the purpose of the standardized classification system to review, rate, band, and establish appropriate salary levels for all current and new Unit Professional positions. The parties agree to convene such committee within ninety (90) days of the date of execution of this agreement.

Except as otherwise specified in this Agreement, the parties agree to establish a committee comprised of representatives from Management and the Union to make recommendations for the selection of a standardized position classification system. It will be the purpose of this system to review, rate, band and establish appropriate salary levels for all current and new Unit positions.