

PERSONNEL POLICIES
FOR
NON-UNIT PROFESSIONAL STAFF

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PREAMBLE

These personnel policies shall apply to non-unit professional staff at the University of Massachusetts Lowell campus of the University of Massachusetts. It replaces and supersedes the Personnel Policy for Professional Non-Academic Staff (T73-090A), which was adopted by the Board of Trustees on January 1, 1973 and most recently amended on February 3, 1993. It also replaces and supersedes policies which may have been in effect on the Lowell campus. The President, or the Chancellor, as appropriate, shall have authority to implement and interpret these policies as well as also have authority to approve in advance any appropriate exceptions to these policies.

In accordance with the Board of Trustees vote on April 8, 1992, certain athletic coaches may be exempted from any and all provisions of these policies.

The following provisions of these policies shall not apply to the Chancellor: Terms of Employment, Annual Performance Review, Professional Improvement Leave, Compensation (Sections A & B only), Additional Compensation, and 43 Week Work Schedule.

The President shall have authority to establish, approve, and amend certain other policies governing benefits for non-unit professional staff not incorporated herein, including, but not limited, to policies governing vacation accrual, sick leave, and other paid and unpaid leaves.

Provisions of this document (Articles I through V) are authorized by a vote of the University of Massachusetts Board of Trustees effective April 16, 1994 (Doc. T94-23). All other terms and conditions as described are made consistent with Board approval, though they may be specific to the UMass Lowell campus only.

I. TERMS OF EMPLOYMENT

The following policy shall apply to members of the non-unit professional staff who are employed part-time or full-time in permanent positions, whether funded from state appropriations or continuing trust funds (i.e. trust funds without a terminal date), excluding the President and the Chancellors.

- A. Except as provided in Sections B and C below, all non-unit professionals shall serve at the pleasure of the Board of Trustees, acting by and through the President and/or the Chancellor. Subject to the availability of funds, any non-unit professional who is terminated shall be entitled to notification calculated on the basis of one calendar month's notice for each complete year of service at the University or its predecessor institutions of higher education, to a maximum of twelve months' notice; provided, however, that a non-unit professional who has served at least three months but less than two years shall be entitled to one month's notice, subject to the availability of funds. At the discretion of the President or Chancellor, as appropriate, the period of notice for any non-unit professional may be reduced by paying to the non-unit professional staff member an amount of money equal to one week's salary for every week by which the notice is foreshortened. Before taking this action, the President or Chancellor, or their respective designee, shall meet with the non-unit professional staff member to discuss the implications of such action for the non-unit professional staff member's benefits, including health insurance and retirement. A non-unit professional who is terminated for cause shall not be entitled to the required notice or payment in lieu thereof.

- B. In exceptional circumstances, a member of the non-unit professional staff may, at the discretion of the President or at the discretion of the Chancellor with the President's approval, be initially appointed with a term contract of employment not to exceed three years in duration. Such a contract will be offered only when, in the judgment of the President or Chancellor, it is clearly in the best interests of the University. During the contract period, the staff member shall be employed on the applicable University campus or in the President's Office in a capacity that utilizes the staff member's professional skills at a level consistent with his/her training and experience, although not necessarily in the specific position to which the individual was initially appointed. This contract shall be subject to the availability of funds, the staff member's satisfactory performance of his/her duties and responsibilities, and his/her conformance with requirements of law and University regulations. Upon the completion of the term contract, such a staff member shall, at the discretion of the President or Chancellor as applicable, either serve under the provisions of Section A, serve under the provisions of Section C, or be terminated in accordance with Section A.

- C. A campus may, at the discretion of the Chancellor and with the approval of the President, establish a plan that allows non-unit professionals below the level of Assistant Vice Chancellor or equivalent to be granted term contracts of employment, subject to the following minimal conditions as well as any additional and/or more rigorous campus-level requirements:

A term contract shall not be offered to any non-unit professional who has fewer than three years of service as a non-unit professional.

A term contract shall not exceed three years in duration.

Each term contract shall be subject to the availability of funds (see Section E below), the staff member's satisfactory performance of his/her duties and responsibilities and his/her conformance with requirements of law and University regulations. A staff member terminated for cause shall not be entitled to any required minimum notice period. A non-unit professional staff member on a term contract shall be entitled to a notice of non-reappointment equivalent to one month for each year of service, to a maximum of twelve months' notice; provided, however, that if, at the time the staff member is notified of his/her non-reappointment, there remain fewer than this number of months in the current contract term, the current contract shall be extended to provide the full amount of the required notice.

- D. Any non-unit professional who, on the effective date of this policy, is serving on a contract shall continue under the terms of such contract until its currently scheduled expiration date. Thereafter, the staff member shall be subject to the provisions of this policy.
- E. This policy is not intended to supersede any policy adopted by the Board of Trustees to govern the reduction in force of non-unit professionals necessitated by an anticipated or actual shortage of funds.

II. ANNUAL PERFORMANCE REVIEW

Except as is provided in Document T93-080 (University Guidelines on the Review and Evaluation of Senior Administrators), the University shall maintain a minimum requirement of annual evaluation for all non-unit professional staff members. This evaluation shall normally occur within 60 days following each staff member's anniversary date or on an alternative schedule approved by the President and shall be conducted on an evaluation form which states or includes the specific job description of the position held by the staff member.

Staff members shall have the opportunity to assess their evaluation with supervisors and to discuss frankly and openly its implications. As part of the annual evaluation process, supervisors shall also assess whether or not non-unit professional staff should be recommended for a merit increase and/or any other appropriate personnel action.

The form and procedures for the Lowell Campus are attached in Appendix A

III. COMPENSATION

Compensation for non-unit professional staff at or above the level of Assistant Vice Chancellor or equivalent (campus) or Assistant Vice President or equivalent (President's Office) shall be determined in accordance with Section A, Management Compensation Program. For other non-unit professional staff, compensation shall be determined in accordance with Section B, Professional Staff Salary Administration Program.

A. Management Compensation Program

There shall be established a Management Compensation Program which shall apply to the following non-unit positions:

senior administrative positions at the campuses at or above the level of Assistant Vice Chancellor or equivalent.

senior administrative positions in the President's Office at or above the level of Assistant Vice President or equivalent.

Each position included under this Management Compensation Program shall be assigned to one of the following classifications:

Senior Administrator I
Senior Administrator II
Senior Administrator III
Senior Administrator IV

The titles included under the Management Compensation Program, the classifications to which those titles are assigned, and the salary ranges at each campus and in the President's Office shall be determined by the President, who shall keep the Board of Trustees informed.

In making such determinations for campus level positions, the President shall seek and consider recommendations from the Chancellors.

The salary for each non-unit professional staff member holding a position in the Management Compensation Program shall be no less than the minimum and no more than the maximum of the salary range for the applicable classification at that campus or in the President's Office.

In setting the salary within the salary range for an individual newly appointed to a position included under the Management Compensation Program, the President or the Chancellor, as appropriate, shall take into consideration such factors as the requirements of the applicable job description, salary norms for peer institutions/ organizations, the appointee's years of relevant experience and academic credentials, and any special qualifications identified in filling the position.

Consistent with the requirements of this Management Compensation Program, the President shall have the authority to approve salaries for covered positions in the President's Office.

Consistent with the requirements of this Management Compensation Program, the Chancellors are delegated authority to approve salaries for covered positions at the campuses; provided, however, that the President must approve in advance any initial or changed salary for any position (except when such change results from a cost of-living or merit increase authorized by the Board of Trustees) that exceeds \$100,000.¹

The Board of Trustees shall retain the authority to approve cost-of-living salary increases applicable to the non-unit professional staff as a whole.

B. Professional Staff Salary Administration Program

Each campus and the President's Office/Central Administrative Services shall submit to the President for review and approval a Professional Staff Salary Administration Program (PSSAP). The PSSAP shall be applicable to non-unit professional positions that are not included in the Management Compensation Program.

Each campus PSSAP shall be developed in accordance with guidelines and salary parameters established by the President and shall incorporate the following features:

- a set of salary ranges or a salary schedule applicable to covered non-unit positions.
- guidelines for determining starting salaries and salary adjustments based on promotion, assumption of additional duties, meritorious performance, or other considerations.
- procedures for establishing and reviewing the classification of positions.
- a list of covered non-unit position titles (upon approval by the President, certain titles may be excluded from the PSSAP for good and sufficient reason).

The Board of Trustees shall retain the authority to approve cost-of-living salary increases for the non-unit professional staff as a whole.

A copy of the Salary Ranges may be found in Appendix B.

¹ This threshold may be adjusted periodically by the President in the same manner as the maximum salaries of the ranges.

C. Annual Merit Salary Program

There shall be established an Annual Merit Salary Program applicable, as provided below, to the Chancellors and all non-unit professional staff at or above the level of Senior Administrator I. Under the Annual Merit Salary Program, the President shall establish a merit pool with a range of minimum and maximum increases to be available for distribution throughout the year to eligible non-unit staff on their annual review date. Merit recommendations shall be based on a routine annual performance review, which shall not substitute for any evaluation required to be conducted periodically under the terms of Document T93-080.

Salary increases may be awarded at the discretion of the Chancellors for eligible non-unit staff on the campuses, subject to approval of the President, and by the President for Chancellors and eligible non-unit staff in the President's Office. The total of all merit awards for eligible non-unit professional staff shall not exceed the pool available at the campus or in the President's Office.

In addition to or as an alternative to any base rate merit increase awarded, non-unit professional staff may be eligible on their annual review date for a non-base rate cash bonus. Such a bonus may be awarded in recognition of exceptional performance over the past year on a onetime program, project, or initiative of major significance to the campus or University. All bonuses must be approved by the President or Chancellor, as applicable. No bonus shall, as a percentage of the non-unit professional staff member's annual salary, exceed the percentage used to establish the base rate merit salary pool during the then current fiscal year.

The President shall be eligible to receive annual salary adjustments as determined by the Board of Trustees in an annual merit review.

A campus may, at the discretion of the Chancellor and with the approval of the President and Board of Trustees, establish a plan to implement a merit salary program for non-unit professional staff below the level of Senior Administrator I. The President may, at his/her discretion and with the approval of the Board of Trustees, implement a merit salary program for non-unit professional staff below the level of Senior Administrator I in the President's Office.

The President shall be responsible for establishing the guidelines for the Annual Merit Salary Program and shall report annually to the Board of Trustees on the Program.

IV. ADDITIONAL COMPENSATION

This policy shall apply to all non-unit professional staff in the employ of the University, regardless of source of funding or classification. All professional staff shall be eligible for additional compensation as outlined in this document except when specifically excluded or prohibited (see Section D).

A. In recognition of the significant levels of education and professional experience of the non-unit professional staff at the University, and to provide the University with a highly professional pool of resources for additional duties as a benefit to the University or as a service to citizens of the state and the nation, it is the policy of the University to permit compensation to non-unit professional staff for certain additional professional services within the following principles:

- (1) Each member of the non-unit professional staff is under obligation to render to the University and to his/her department/unit the highest level of service of which he/she is capable. No additional services shall be undertaken, with or without compensation, that interfere with the discharge of assigned duties and responsibilities.
- (2) When additional compensation is to be paid by grant or trust moneys, such funds must be budgeted and encumbered in advance and all payments must conform to any regulation governing the grant or trust fund.
- (3) When additional compensation is to be paid by State moneys, state subsidiary account AA will be the only acceptable payment source, subject to the regulations established by the State, University, and department/unit.
- (4) Should the use of University facilities, equipment, or supplies be required, approval must be obtained in advance from the appropriate Department Head, Director, Dean, or Vice Chancellor. A reasonable fee may be levied by the University for use of such facilities, equipment, and supplies, and shall be determined by the Treasurer of the University, upon recommendation of the respective Department Head, Director, Dean, or Vice Chancellor.
- (5) All requests for participation in and payment of additional compensation are subject to the prior written approval of the designated campus officer(s) responsible for determining appropriateness and eligibility.

B. Members of the non-unit professional staff are permitted to participate with or without compensation, in

- (1) all authorized programs administered by the Division of Continuing Education,

- (2) programs that provide new processes for development by Massachusetts industrial and agricultural interests, programs requiring the performance of a service role to and for the citizens by undertaking programs from agencies of the state and federal government, foundations, or other sources for the use and benefit of all,
- (3) programs or services sponsored by a University unit, which promote personal or professional growth and enrichment and provide benefit to the University,

provided such participation conforms to the following stated principles:

- (a) Non-unit professional staff members may not participate in any approved program without prior written approval from their Department Head, Director, Dean, or Vice Chancellor.
- (b) Requests for participation in programs under Items 2 and 3 above must be accompanied by a brief description of the service to be provided, the unit to be served, and its potential benefit to the University prior to any commitment being made.
- (c) All such services and participation shall be in addition to and exclusive of the regularly assigned duties and responsibilities normally performed by the non-unit professional staff member, so agreed to by the University and the staff member and as reflected in the current job description of record.

C. Total compensation for all such services with the exception of compensation paid to Athletic Coaches engaged in Summer Sports Programs may not exceed, in a given calendar year, an amount greater than twelve percent of the staff member's then current base annual salary, and may be administered at rates established by existing compensation schedules such as that, for instance, used by the Division of Continuing Education, or at rates based on existing compensation for comparable service and required expertise, provided it can be determined that such additional duties do not fall within the scope of duties and responsibilities assigned said staff member in his/her official job description. Should it be determined that the additional services fall within the scope of duties and responsibilities assigned in the official job description, no additional compensation shall be paid.

D. No non-unit staff member may receive additional compensation if:

- (1) The additional duties would bring him/her into conflict with Chapter 268A of the Massachusetts General Laws, or the interests of the University of Massachusetts, or the interests of the Commonwealth of Massachusetts.
- (2) The additional duties occur in what would be defined and/or

perceived by the supervisor as falling within the normally scheduled working hours, unless the staff member requests and is granted the use of personal time, vacation time, or leave without pay. The use of such vacation time, personal time, or leave without pay may be denied if, in the opinion of the appointing authority, it is impossible or impractical because of work schedules or other contingencies.

V 43 WEEK WORK SCHEDULE

- A. All non-unit professional staff employed on a 52 week schedule shall be given the opportunity to request a 43 week schedule with a 15 percent reduction in base annual salary. Similarly, those non-unit professional staff on a 43 week schedule shall be given the opportunity to request a 52 week schedule with a 15 percent increase in base annual salary.^{2*} All such requests are subject to approval by the President or Chancellor, or their respective designee.

In certain positions or classes of positions designated by the University, the University may request non-unit professional staff to transfer to a 43 week schedule with a 15 percent reduction in base annual salary, but shall not require them to do so except when a fiscal shortfall exists or is anticipated.

- B. All new appointees in specific positions or classes of positions designated in advance by the University would be employed on a 43 week schedule at a salary within 85 percent of the present base 52 week schedule salary range for the same classification.
- C. In all cases the recommendation of the appropriate campus administrative officers and consultation with the campus Human Resources Office will be required.
- D. The University shall determine and specify the periods of employment. Normally, the total nine week period of non-responsibility to the University shall not be divided into more than two components. The period of annual vacation leave shall not be counted as one of these two allowed periods. The annual salary shall be paid over a 52 week period as is currently the policy for faculty members employed on an academic year basis.

² *The method of annual salary calculation for a non-unit professional staff member transferring from a 52 week schedule to a 43 week schedule shall be to divide the annual 52 week salary by 1.15 to arrive at the annual 43 week salary. The method of annual salary calculation for a professional staff member transferring from a 43 week schedule to a 52 week schedule shall be to multiply the annual 43 week salary by 1.15 to arrive at the annual 52 week salary.

- E. Should a staff member employed on a 43 week schedule perform, at the request of the University, service in excess of the stipulated period(s) in the position in which he/she is regularly employed, the staff member shall be compensated at his/her current rate of salary in accordance with pertinent policies, rules, and regulations.

- F. Fringe benefits such as, but not limited to, health insurance, life insurance, retirement, and disability income insurance shall not be affected by the employment of an individual on a 43 week schedule. However, vacation leave, sick leave, and paid personal leave shall be prorated.

VI LEAVE

A. Sick Leave.

1. a. Non-unit professional staff shall be entitled to 1 day per month (twelve (12) days per year) for each full payroll month from date of hire to be used for personal illness or to care for the illness of a member of the individual's immediate family, household, or domestic partner; sick leave shall accrue monthly. A full-time non-unit professional staff member 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.
For non-unit professional staff hired prior to 7/1/97 unused sick leave will be accumulated without limit.
For non-unit professional staff hired after 7/1/97 the limit of accumulated sick leave shall not exceed one hundred twenty (120) days.
 - b. The Appointing Authority agrees to continuation of the Sick Leave Bank to be used by non-unit professional staff in case of catastrophic illness or injury. The sick days in the bank shall be contributed by non-unit professional staff. Non-unit professional staff must use all paid leave before drawing on the Sick Leave Bank. Non-unit professional staff must contribute to the Bank if they wish to become members. In addition effective 7/1/98 and 7/1/99 the employer shall contribute one day per by non-unit professional staff per year to the sick leave bank.
 - c. Non-unit professional staff who retire, or who are eligible to retire in accordance with MGL Chapter 32 and who die while a non-unit professional staff member of the University, shall be paid twenty percent (20%) of the value of their unused sick leave at the time of their retirement or death. It is understood that any such payment will not change the non-unit professional staff member's pension benefit. To be eligible current non-unit professional staff must notify the Chancellor's 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. Non-unit professional staff whose service with the Commonwealth is terminated other than by retirement or by death as noted above shall not be entitled to any compensation in lieu of accumulated sick leave credits.
2. Whenever the Chancellor or his designee has reason to believe that sick leave is being abused or whenever a non-unit professional staff member has been absent on account of sickness in excess of five (5) consecutive working days, the Chancellor or his designee may require the non-unit professional staff member to present a physician's statement indicating the medical reason for any absence on account of sickness. Failure of a non-unit professional staff member 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 a non-unit professional staff member 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 non-unit professional staff member's choosing. If the Chancellor, or his designee, requires the staff member 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 non-unit professional staff member to return to his/her regularly assigned duties.
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- B. Bereavement Leave. Non-unit professional staff 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), other relative who is a member of the household or domestic partner.
 - 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 non-unit professional staff member who has completed the probationary period.
 - D. Family Medical Leave Act (FMLA). The University will implement the provisions of the FMLA in accordance with the University Board of Trustees Policy (Doc. T93-123) as amended.
 - D. Civic Duty Leave. A non-unit professional staff member 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 non-unit professional staff member the sum of money which, when added to the amount received by the non-unit professional staff member as compensation for appearance, will result in the payment to the non-unit professional staff member of his/her salary for any particular work week. No court leave shall be granted when the non-unit professional staff member 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.
 - E. Military Leave. A non-unit professional staff member who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, a leave of absence without pay during the time of his/her annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) days.

- F. Professional Improvement Leave
1. Non-unit professional staff shall be eligible for professional improvement leave in cases where it can be clearly demonstrated that such leave will result in specific benefit to the University. Such leave shall be available as a matter of privilege rather than as a right and shall be granted to eligible staff members only in those cases where the following conditions have been met:
 - (a) Such leave shall require prior approval of a specific proposal that outlines the benefits expected for both the University and staff member. This approval must be given by the Chancellor.
 - (b) The non-unit professional staff member must have completed at least six years of full-time equivalent professional service at the University, or at least six years of such service since the last professional improvement leave.
 - (c) Professional improvement leave shall not exceed five and one half months at full salary or eleven months at half salary, but leave may be for shorter periods at greater frequency as may mutually benefit the individual and the University.
 - (d) Professional improvement leave will not result in a net salary cost increase to either the University or the department with which the staff member is associated.
 - (e) The University may consider payment of tuition and registration or similar costs attendant to such leave. Payment requires approval by the Chancellor.
 - (f) Staff members who receive approval for professional improvement leave must return to their duties at the University for at least one full year of service immediately following the expiration of the leave. Failure to comply will obligate the individual to return the salary received during the leave and any other costs paid by the University unless an exception is approved by the Chancellor.
 - B. In addition, a non-unit professional may be granted shorter-term professional leave after two years of full-time equivalent service to the University. Such leave may be of varying duration not to exceed two months within any two year period and shall be at full pay. Such leave shall be approved at the discretion of the Chancellors. This approval shall be based upon a proposal which clearly demonstrates the benefit to be gained by the University from the staff member's exposure to new ideas, skills and practices. Exceptions to these requirements are possible only upon special justification made to the officer whose approval is required. Paragraphs F(1)(d), F(1)(e), and F(1)(f) above shall also apply to this shorter-term leave, except that six months' service upon return instead of one year shall be required.

C. **Other Paid Professional leave.** Subject to approval by the Chancellor or his/her designee, non-unit professional staff 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 non-unit professional staff member's skill or professional ability. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied.

G. **All Purpose Unpaid Leave.** Subject to approval by the Chancellor, non-unit professional staff 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 non-unit professional staff member shall not suffer any loss of benefits or seniority as a result of such leave except as follows:

1. Non-unit professional staff 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.

H. **Paid Personal Leave**

Effective July 1, 1997, non-unit professional staff, will be credited with eight (8) paid personal leave days which may be taken during the following twelve months at a time or times requested by the non-unit professional staff member and approved by his/her appointing authority. Any paid personal leave not taken by June 30, 1998, will be forfeited by the non-unit professional staff member.

Beginning July 1, 1998, and on the first day of the new fiscal year thereafter, non-unit professional staff, will be credited with seven (7) paid personal leave days which may be taken during the following twelve months at a time or times requested by the non-unit professional staff member and approved by his/her appointing authority. Any paid personal leave not taken by any June 30, will be forfeited by the non-unit professional staff member

Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

Full-time non-unit professional staff hired after July 1, of the fiscal 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>	<u>Personal Leave Days Credited</u>
	<u>7/1/97 -6/30/98</u>	<u>After 7/1/98</u>
<u>July 1 -Sept. 30</u>	<u>8</u> paid leave days	<u>7</u> paid leave days
<u>Oct. 1 - Dec. 31</u>	<u>5</u> paid leave days	<u>4</u> paid leave days
<u>Jan 1 - Mar 1</u>	<u>3</u> paid leave days	<u>2</u> paid leave days
<u>April 30-June 30</u>	<u>0</u> paid leave day	<u>0</u> paid leave days

VII VACATIONS

- A. 1. Effective July 1997, 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 non-unit professional staff 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;

12/3 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 3/4 days per month
(total of 21 days per year).

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

1 9/10 days per month
(total of 23 days per year).

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

2 1/3 days per month
(total of 28 days per year).

2. For determining vacation status under this Section, "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 Paragraph J of this Section. In computing a non-unit professional staff member'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.

3. In Paragraph A-1 of this Section, 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, non-unit professional staff 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. Non-unit professional staff 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 1, 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 non-unit professional staff shall be subject to the provisions of this Section.
- C. Vacation leave accrued during any month shall be credited on the last day of the month based on the non-unit professional staff member's full-time equivalent status on that date and shall be available for use the following day.
- D. A full-time non-unit professional staff member 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".
- E. A non-unit professional staff member 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.

Non-unit professional staff hired prior to July 1, 1997, may carry up to sixty-four (64) days of vacation leave credit.

Non-unit professional staff hired after July 1, 1997, may carry up to the equivalent of two times their annual accrual rate.

Effective July 1, 1997 unused vacation leave days accrued in excess of the limits noted above shall be deducted from the individual's personal accrual as of June 30 of each year._

- G. Absences on account of sickness in excess of the authorized sick leave provided herein, may be charged, unless otherwise notified by the non-unit professional staff member, to personal leave and then vacation leave, if any.
- H. Upon the death of a non-unit professional staff member who is herein eligible for vacation, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the non-unit professional staff member's death but which had not been used by the non-unit professional staff member up to the time of his/her separation from the payroll, provided that no monetary or other allowance had already been made therefore.
- I. A non-unit professional staff member 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. A non-unit professional staff member who is reinstated or re-employed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Appointing Authority is secured for any of the following reasons:
1. Illness of the employee;
 2. Dismissal through no fault or delinquency attributable solely to the employee; or
 3. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Worker's Compensation benefits.
- K. Vacation leave shall accrue to a non-unit professional staff member 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.

VIII HOLIDAYS

A. The following shall be holidays for non-unit professional staff:

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

- B. A non-unit professional staff member not otherwise entitled to the Suffolk County holidays, pursuant to Paragraph 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, a non-unit professional staff member who is not scheduled to work on a Suffolk County holiday, if the non-unit professional staff member'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 non-unit professional staff member and approved by the Appointing Authority, but usually on or within sixty (60) days after the holiday.
- C. 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 paragraph.

IX GROUP HEALTH INSURANCE CONTRIBUTIONS

The Commonwealth and each non-unit professional staff member shall pay the monthly premium for the Group Health Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan.

X HEALTH AND WELFARE

A. Continuation of Trust Agreement

The University will continue the Health and Welfare Fund under an Agreement and Declaration of Trust.

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 non-unit professional staff and/or their dependents.

B. Funding

Effective July 1, 1995, the Employer agrees to contribute on behalf of each full-time non-unit professional staff member equivalent the sum of seven (\$7.00) dollars per calendar week.

The contributions made by the Employer to the Health and Welfare Fund(s) 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(s). 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. 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 non-unit professional staff member 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 B.

XI EXPENSES

Non-unit professional staff authorized to travel in connection with their duties as a University of Massachusetts non-unit professional staff member, shall be reimbursed for costs in accordance with the Board of Trustees Policy, Document T92-031, and as amended from time to time.

XII TUITION REMISSION

A. The spouse, dependent children through the age of twenty-five (25), and domestic partner of a non-unit professional staff member, as well as the non-unit professional staff member, shall be entitled to free tuition at the University of Massachusetts Lowell.

1. For Course Work During Regular Working Hours

A non-unit professional staff 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 which relates to job function. Any course can be taken, subject to the established prerequisites, with priority given to full-time students. Supervisory approval is required, through the level of the area Vice Chancellor or Chancellor, as applicable. The non-unit professional staff member 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 non-unit professional staff member. The non-unit professional staff member should include a copy of the approval letter and the University of Massachusetts Lowell Tuition Remission Request Form with the tuition bill, and return it to the appropriate University Office. The non-unit professional staff 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, not spouses or children may enroll;
- 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. Non-unit professional staff members 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, excluding the UMass Medical Center, shall be granted to full-time non-unit professional staff, who have completed at least six months of full-time employment at the time of enrollment, in accordance with the guidelines established by the Board of Regents or its successor.
- C. Non-unit professional staff, their spouse, and their dependents will be eligible for system-wide tuition remission in accordance with the guidelines established by the Board of Regents or its successor.
- D. Non-unit professionals who retire from the University, their spouse, or domestic partner and dependent children (under the age of 25), shall be eligible for tuition waiver at the University. The spouse or domestic partner and dependent children of a deceased non-unit professional who, at the time of his/her death, had five or more years of service at the University, shall be eligible for tuition waiver, whether or not they were enrolled at the time of the non-unit professional staff member's death.

A copy of the Tuition Remission Form may be found in Appendix C

XIII DOMESTIC PARTNERS

To the extent allowed by law, and to the extent that benefits are within the control of the University, the domestic partner of a non-unit professional shall be entitled to the same benefits accorded to spouses under applicable policies. A "domestic partner" shall mean a person of the same sex as a non-unit professional who lives with such non-unit professional staff member in a committed relationship that involves personal and economic bonds. The process for certifying status as a domestic partner shall be determined by the University.

A copy of the Domestic Partner Certification Form may be found in Appendix D

APPENDIX A

University of Massachusetts Lowell Non-Unit Professional Performance Evaluation Process

Each non-unit professional covered by the Personnel Policy for Non-Unit Professional Staff (Board of Trustees Doc T94-023) shall receive an annual performance evaluation. Part of the process is for the supervisor to assess whether or not non-unit professional staff should be recommended for a merit increase and/or any other appropriate personnel action. The schedule and form for the annual evaluation are attached.

The annual evaluation process is intended to measure the professional's performance as it relates to the following criteria:

- completion of the tasks included in his/her job description;
- meeting the specific goals and objectives determined at the beginning of the evaluation year;
- completion of unplanned activities, or specially assigned tasks;
- the appropriate use of effective management style/approach in the performance of assigned duties;
- demonstrated commitment to the University's goals of diversity and pluralism;
- demonstrated commitment to quality management.

An integral part of the annual evaluation process will include an annual meeting between the professional and his/her supervisor in which the mutual expectations of job content and standards of acceptable performance will be discussed. This meeting will take place prior to the start of the evaluation year. If the pre-evaluation meeting which should have occurred has not taken place, the professional's most current job description, or specific duties as assigned shall be used as the basis for this annual evaluation. At this meeting any changes to the professional's job description should be made, specific annual goals and objectives should be established, and a review of the University's policies pertinent to the professional's function should occur. At least once within the evaluation year the

professional and his/her supervisor should again meet to hold an informal review of the professional staff member's performance and develop a sense of direction and progress at that time. The formal annual review meeting should be used to discuss the following year's expectations as well as an assessment of the previous year's performance.

UNIVERSITY OF MASSACHUSETTS LOWELL
NON-UNIT PROFESSIONAL
ANNUAL PERFORMANCE REVIEW FORM

Period of Review -- From _____ To _____

Name _____

Department _____

Title _____

Date Appointed to current position _____

I. JOB DESCRIPTION (To be reviewed by the non-unit professional staff member and the supervisor)

A current updated job description for this position should be attached to this form. Job Descriptions should be signed and dated by the staff member and his/her supervisor.

II. SPECIFIC JOB GOALS AND OBJECTIVES

Current specific goals and objectives to be achieved this evaluation year. Goals and Objectives should be consistent with the overall responsibilities noted in the job description. Additional Goals and Objectives maybe added on an attached sheet of paper.

1.

2.

3.

4.

5.

III. PROFESSIONAL STAFF MEMBER'S COMMENTS

The non-unit professional should utilize this page to detail specific activities performed related to his/her assigned duties, accomplishment of established goals and objectives, accomplishment of unplanned or emergency activities, and other accomplishments relative to meeting the goals and objectives of the University. If necessary a separate page may be attached.

IV. PERFORMANCE APPRAISAL BY IMMEDIATE SUPERVISOR

The non-unit professional's immediate supervisor should utilize this page to assess the professional staff members performance over the past year. The basis for evaluation should focus on the individual's job description, established annual goals and objectives, behavioral measures, accomplishment of non planned activities, and activities which respond to the University's established goals and objectives.

CONTRACT RECOMMENDATION:

NON-RENEWAL*

ONE-YEAR CONTRACT

MULTI-YEAR CONTRACT**
(insert years)

Signature of Immediate Supervisor _____ Date _____

Signature of Professional _____ Date _____

Signature of Chancellor _____ Date _____
(for non-renewals and multi-year
recommendations only)

* Non-renewal of a contract, except for just cause, must follow the Board of Trustees Policy (Doc. T94-023) regarding appropriate notice and severance rights. In accordance with Section I, Terms of Employment, this provision excludes those non-unit professionals funded on grants and contracts.

** Multi-year contracts can be made with Chancellor's approval only and in accordance with Board of Trustees Policy (Doc. T94-023).

APPENDIX B
MANAGEMENT COMPENSATION PLAN

<u>GROUP</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
Senior Administrator IV	Provost	\$81,000 to \$189,000
Senior Administrator III	V.C. Admin. & Finance V.C. Relations & Development Dean Education Dean Management Dean Health Professions Dean of Science Dean of Humanities & Social Sciences Dean Engineering Dean Fine Arts Dean Graduate School Dean University College	\$69,000 to \$161,000
Senior Administrator II	Associate Provost Dean of Students Dir of Libraries Dir Athletics Dir Advancement Dir Ext. Funding, Tech Transfer & Partnering	\$59,000 to \$137,000

PROFESSIONAL STAFF SALARY
ADMINISTRATION PLAN

<u>GROUP</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
A	Assistant Dean Assistant to Chancellor Budget Director Comptroller & Mgr Campus Treasury Svces Dir Affirmative Action/Fed Cont Compliance Dir Demonstration School Dir Field Studies Dir Human Resources Dir Tsongas Center Dir Physical Plant Facilities Manager	\$40,000 to \$91,535
B	Budget Analyst	\$35,000 to \$71,000
C	Sr Admin. Ass't to Chancellor	\$30,000 to \$65,773
D	Staff Ass't Chancellor Staff Ass't Academic Affairs Staff Ass't Provost Staff Ass't V.C. Admin & Finance Staff Ass't V.C. Relations & Development Staff Ass't Advancement	\$28,000 to \$47,836