

**Collective Bargaining Agreement
Between**

***THE MAINTENANCE AND TRADE UNIT/
MASSACHUSETTS TEACHERS
ASSOCIATION/NEA***

and the

***UNIVERSITY OF MASSACHUSETTS,
LOWELL***

July 1, 2020 - June 30, 2023

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PREAMBLE

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

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

ARTICLE 1 RECOGNITION

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

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

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

The University shall maintain the right to develop working titles and post and fill positions based upon its operational needs for each title listed below. This does not constitute a waiver by the Union of any right to bargain over a change in terms and conditions of employment. If a new classification series or Position Title is implemented or if a reserved Position Title is to be posted, then, prior to posting, the University will work with the Union to review the changes, bargain the grade, and implement as appropriate for the University.

The following represents the titles in the bargaining unit as of the effective date of this agreement. Reserved grades denote that the Position Title is not currently filled.

Position Title	Grade
Bldg. Maintenance Supervisor I	18
Institutional Maintenance Foreman	22
3rd Class Power Plant Engineer	17
Technical Specialist I	Reserved
Technical Specialist II	18
Storekeeper I	Reserved
Storekeeper II	11
Storekeeper III	14
Storekeeper IV	16
Electrician I	18
Electrician II	20*
Maintenance Specialist I	14
Maintenance Working Foreman	14
Plumber & Steamfitter I	18

Plumber & Steamfitter II	20*
Carpenter I	15
Carpenter II	17*
HVAC & Refrigeration Mechanic I	18
HVAC & Refrigeration Mechanic II	20
Locksmith I	15
Maintenance Equipment Operator I	15
Maintenance Equipment Operator II	Reserved
Maintenance Equipment Operator III	Reserved
Maintenance Equipment Operator IV	Reserved
Mason	15
Motor Equipment Mechanic I	15
Motor Equipment Mechanic II	Reserved
Motor Truck Operator	Reserved
Painter I	13
Steam Fireman	15
Steam Fireman/Janitor I	Reserved
Steam Fireman/Janitor II	Reserved
Maintainer I	9
Maintainer II	11
Maintainer III	13
Skilled Laborer	10
Facility Services Worker I	Reserved
Facility Services Worker II	Reserved
Trades Worker (Const)	Reserved
Trades Worker (Mecha)	Reserved

* Position currently not utilized, grade reflects anticipated grade level for position should employer determine future need for position.

ARTICLE 2
RULES AND REGULATIONS

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

ARTICLE 3 UNION SECURITY

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

Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her Union dues Checkoff authorization by giving at least five (5) days' notice in writing to the University's Human Resource Office and the Secretary/Treasurer of the Union. The employer shall submit the notice of the checkoff authorization withdrawal to the union within the five (5) days' notice period.

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

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

ARTICLE 4 AGENCY SERVICE FEE

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

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

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

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

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

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

ARTICLE 5 UNION BUSINESS

Section 1. Designated Union staff representatives shall be permitted to have access to the premises of the University for the performance of official Union Business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

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

Section 3.

A. Leave of absence without loss of wages, benefits, or other privileges shall be granted to elected delegates of the Union to attend annual meetings and conventions of the state and national Associations. Moreover, the President of the Union or his/her designee shall be afforded such leave to attend monthly meetings of the Massachusetts Teachers Association's Higher Education Leadership Council. Such leave may require prior approval of the Employer but shall not be unreasonably denied.

B. Leaves of absence without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the Associate Vice Chancellor or designee.

C. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor-management meetings. Such leave will require the prior approval of the Associate Vice Chancellor or designee.

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

Section 5. Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the Associate Vice Chancellor or designee. Witnesses called by the Union to testify

at a Step 2 meeting or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages). All leave granted under this section shall require prior approval of the Associate Vice Chancellor or designee.

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

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

Section 8.

- A. The Employer will provide the following information electronically on a monthly basis:
 - 1. A list of employees in the bargaining unit to include each employee's: date of hire in the bargaining unit; date of employment with the University; classification title, grade and step, and their directory information, including home address and telephone number, year to date dues deduction amount, among other information currently provided as part of the monthly report.
 - 2. A list of bargaining unit members separated from work, either through termination, layoff, or resignation, with the employee's name, classification title, and reason for the separation of employment.
- B. The Employer will provide the name, title, step, grade, and directory information for new members of the bargaining unit within fourteen (14) days of employment.
- C. The Employer will provide the names of all employees who withdrew checkoff authorization within five (5) days of such withdrawal.

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

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

ARTICLE 6 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 1. Workweek/Work Schedules

Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty hours per week excluding meal periods. Except as provided below, the customary workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive. All employees in continuous operation shall receive two consecutive days off in each seven-day period.

A. The work schedule, both starting times and quitting times, of employees shall be made available to each individual employee and the Union upon request.

B. Each employee shall be required to record his/her attendance in accordance with the procedure presently established by the Employer. Thirty (30) days prior to any change in the existing method of recording attendance, the Employer will notify the Union in writing of such change and will meet and confer with the Union to discuss such change, in accordance with the provisions of M.G.L. Chapter 150E.

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

D. Employees shall be granted two fifteen-minute rest periods per work day of at least 7 1/2 hours, but separate from the meal period.

Section 2. Change in Work Schedule.

A. When the Employer desires to change the regular work schedule of an employee(s), the following shall apply:

The Employer shall give the affected employee at least twenty-one (21) consecutive calendar days (inclusive of weekends and holidays) written notice if reassignment involves a shift change of an hour or over and seven (7) consecutive days if less than an hour, except in the case of documented emergencies involving the protection of the property of the employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.

Where not all employees sharing a job title shall be given a new schedule, volunteers in the same job title shall be sought for the new work schedule. Should no appropriately classified unit member volunteer for placement on the new work schedule, unit employees shall be assigned to the new schedule by reverse seniority within the given job classification.

Regardless of seniority, no person shall be required to switch shift schedules more than once every six months under this subsection. Should there be a documented emergency necessitating less notice or an immediate change to a schedule, upon resolution of the emergency, volunteers shall be sought as above. Following the written notice, the parties may mutually agree to shorten the twenty-one (21) days.

B. The majority of bargaining unit work shifts shall continue to be performed during the customary workweek, i.e. Monday through Friday. Where the University establishes additional work locations that will require routine weekend work as continuous operations, the following process shall be initiated:

1. Continuous routine weekend work schedules (including starting and quitting times and specific work days) shall be made available for the position(s) in advance;
2. Volunteers shall be sought on a seniority basis from unit members within the designated title, however, no unit members, employed by the University as of July 1, 2012, will be required to accept a regular work schedule which requires working either or both Saturday or Sunday;
3. If there are not sufficient volunteers from the bargaining unit workforce forthcoming, management may require employees hired after July 1, 2012, to work such tours of duty and shifts based on reverse seniority in the designated job title;
4. The work schedule for supervisory level positions will be established by the University based on operational needs and may include either or both Saturday and Sunday
5. For non-supervisory positions, shifts shall include either a Saturday or a Sunday as a day off, although this does not preclude the University from posting weekend shifts for volunteers within the unit, that include both weekend days. If there are no volunteers for shifts that include both weekend days, these positions may be posted externally or the Employer may require employees hired after January 1, 2015, to work such tours of duty and shifts based on reverse seniority in the designated job title.
6. Positions that are established to incorporate a Saturday and/or Sunday tour of duty shall be primarily focused on meeting the staffing needs to accomplish the routine operational needs of the University. The determination of staffing levels for this routine work typically does not include additional staffing needed related to special events, call backs due to emergencies, weather- related or large scale clean up, and projects.

C. In the event that the Employer determines that the operational or personnel needs of the University are best served by the transfer of a specific employee from one work location to another within a department, such transfer shall be made only after volunteers have been initially sought.

Should the call for volunteers fail to yield a sufficient number of employees, the Employer may seek to transfer employees by reverse seniority within the given job classification. Regardless of seniority, no person shall be required to be transferred more than once every six months under this subsection. Should there be a documented emergency necessitating less notice or an immediate change to a schedule, upon resolution of the emergency, volunteers shall be sought as above.

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

The Employer agrees that the normal practice of re-assignment of staff shall be limited to once in any contract year. Annual reassignment shall not take into account seniority. However, when a more frequent schedule is required, the employer shall agree to provide the Union with thirty (30) days' notice and reasons for reassignment. Following written notice, the parties may mutually agree to shorten the thirty (30) days. Management reserves the right to make temporary changes in work location assignments of up to two weeks to meet institutional needs.

Section 3. Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate of pay for all authorized overtime work performed up to forty (40) hours per week or eight (8) hours per day that is in excess of his/her regular workday.

B. Compensatory time off in lieu of payment compensation for overtime work may be requested by the employee and granted at the option of the Associate Vice Chancellor of the designated area or designee. Such requests shall not be unreasonably denied though it shall be the responsibility of the employee to provide sufficient notice in request of such time. Compensatory time accrued within one week prior to the end of the quarter earned must be used or shall be paid on the following dates: January 31, April 30, July 31, and October 31.

The Associate Vice Chancellor of the designated area or his/her designee shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the CEO or his/her designee

C. With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for purposes of calculating overtime compensation. This provision shall not be implemented until campus based labor-management committees have developed guidelines.

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

E. Overtime payments shall be issued no later than the next payroll period following the payroll period of the overtime worked.

F. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek.

G. The provisions of this Section shall not apply to employees on full travel status.

H. In instances where no employee can be found to perform overtime work, the University shall assign such work to the least senior employee who possesses the correct license, certificate, etc. to perform this assignment. The assignment shall consist of maximum of eight (8) hours forced overtime in a twenty-four (24) hour period.

Section 4. Callback

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

Section 5. Shift Differential

A. Effective upon the first payroll following ratification of agreement, employees whose entire regular workday is on the second shift (commencing at 1:00 PM or after and ends no later than 2:00 AM) shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

Effective upon the first payroll following ratification of agreement, employees whose entire regular workday is on a third shift (commencing at 9:00 PM or after and ends no later than 9:00 AM) shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for each full hour worked.

Employees whose entire regular shift starts at or after 1:00 PM on Friday and finishing at or before 9:00 AM on Monday shall receive a shift differential of one dollar, seventy-five cents (\$1.75) for each full hour worked.

In addition, effective upon the first payroll following ratification of agreement, employees rendering service on Christmas Day, New Year's Day, Memorial Day, or Thanksgiving Day shall receive a shift differential of one dollar and sixty cents (\$1.60) per hour for each hour worked.

There shall be no pyramiding of shift differential.

B. The above hourly shift differential shall be paid in addition to regular rate of pay for eligible employees when their entire workday is on a second or third shift.

Employees who are required to replace a worker who normally works a second or third shift or any portion thereof on an overtime basis, will receive an hourly differential pursuant to paragraph A of this section.

C. For employees who are required to work a second or third shift, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift. For the purpose of overtime compensation, the following procedure shall be followed:

STEP 1: Compute the number of hours worked;

STEP 2: Compute the number of premium hours worked, as determined by this agreement;

STEP 3: Determine the employee's "base rate" (base rate is defined as appropriate hourly rate plus shift differentials or any and all other stipends as contained in this agreement).

STEP 4: Multiply the employee's base rate by the number of hours compensable over and above the normal workweek as contained in this Agreement. This product when added to the normal workweek rate will reflect the compensation due for that week.

Section 6. Essential Personnel

1. On an annual basis, no later than September 30, the University shall designate the number of Essential Personnel per classification it deems necessary to allow the University to resume or sustain normal business operations as a result of inclement weather or other emergency. Absent a new designated number, the prior year's designated essential personnel number shall remain in effect. Bargaining unit members shall be given adequate time, but not less than 14 calendar days, to volunteer to become Essential Personnel and shall be given very clear notice of their expected duties and obligations as "Essential Personnel." Bargaining Unit members shall sign themselves up for slots on the essential personnel list in seniority order within their given classification. Where there are more volunteers than needed to fill limited positions in the classification, the volunteers agree to a rotation of essential personnel duties. The Union shall receive copies of all Essential Personnel lists at the time of completion as well as any updates on a timely basis.
2. During University closings or delayed openings due to inclement weather or other emergencies, only Essential Personnel shall be required to come into work during their normal shift and perform their regular duties as needed to allow the University to resume or sustain normal business operations. The University will determine the type (e.g. shift, classification, job type), if any, of essential personnel that will report, remain or be called back to work. Essential personnel must use their own accrued personal, vacation or compensatory time if they do not come into work as directed.
3. In the event that the University requires more than 8 hours of work to resume or sustain normal business operations, Essential Personnel may be asked to volunteer to stay up to a maximum of four additional hours; such volunteers shall be solicited in seniority order typically within a work area.
4. If a sufficient number of volunteers from a classification are not available, the Employer may require the appropriate number of Essential Personnel from the appropriate classification using reverse seniority to work for up to four additional hours beyond the regular shift.
5. In no event shall Essential Personnel be required to work more than 12 hours in a shift, or four more than their regular shift, though volunteers may be solicited by the Employer or bargaining unit supervisors to work beyond the 12 hours.
6. In addition to earning up to eight (8) hours compensatory time for when the University is closed or there is a delayed opening during their shift, essential personnel shall be compensated at time and a half for actual time worked.
7. Compensatory time earned as Essential Personnel shall be used or lost within 60 calendar days. Should an employee timely request and is denied the use of such leave, the employee and employer shall designate a specific time for the use of the compensatory time to be used within 30 days of the denial.

8. If additional personnel are needed to meet operational needs during time the University is closed or there is a delayed opening due to weather or other emergency, the Employer may request nonessential personnel on a seniority basis to work and such personnel will be paid at time and a half their regular hourly rate for hours worked (i.e. no compensatory time).
9. During University closings or delayed openings due to inclement weather or other emergencies, employees assigned to the boiler plants will be paid double their regular hourly rate for hours worked, such employees shall not be eligible to earn compensatory time.

Section 7. Use of Leave/Delayed Opening

During times that the university is closed for a delayed opening, employees who have not volunteered to be on the Essential Personnel list or are not on the Essential Personnel rotation that day, will be charged a full day leave unless they request use of leave in advance in accordance with the collective bargaining agreement, so as to allow for consideration of work schedules.

**ARTICLE 8
LEAVE**

Section 1. Sick Leave

A. A full time employee shall accumulate sick leave pay credit at the rate of one day for each full payroll month for a total of 12 days per year. An employee on any leave with pay or industrial accident shall accumulate sick leave.

B. A part time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted, at the discretion of the Associate Vice Chancellor or his/her designee to an employee under the following conditions:

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

(2) when the spouse, domestic partner, child or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of ten days(10) per fiscal year, except in cases of demonstrated medical emergencies or life threatening/terminal illness in which case an employee may use up to fifteen (15) days; and

(3) when through exposure to a contagious disease, the presence of the employee at his/her work location would jeopardize the health others;

(4) when an employee is absent due to excessive use of alcohol or narcotics and becomes, and continues to be, an active participant in an approved counseling service program.

(5) to keep appointments with health care professionals. In such instances the normal requirements of advance notice will be at least five (5) working days. However, the parties recognize that on occasion an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

D. A full-time employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated sick leave time for that pay period calculated as a portion of the number of hours worked in that pay period.

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

F. The Employer may require that an employee, wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a

physician designated by the University/Administration and/or by a physician of the employee's choosing. If the University/Administration requires the employee to be examined by its designated physician, the Employer shall assume the cost of the examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.

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

H. Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or, if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided elsewhere in this Article.

I. Any employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the University/Administration where such absence was caused by:

(1) Illness of said employee;

(2) Dismissal through no fault or delinquency attributable solely to said employee; or

(3) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workman's Compensation benefits.

J. A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

K. Notification of absences under this Article must be given to the designated representative of the Employer as early as possible for each absence, in no event shall notice be communicated later than one half hour before the start of the scheduled workday unless expressly relieved of such obligation or incapable of doing so. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Employer, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.

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

M. Employees whose service with the University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.

N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

O. Employees with at least one year of employment are eligible to cash in their annual unused sick leave credits, up to a maximum of six (6) days, as outlined in the table below:

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

To be eligible for the cash-in program, as noted above, an employee may not have unexcused tardiness for more than 5% of their work days. Employees must maintain a sick accrual balance of a minimum of ten (10) days after cash-in. Employees seeking to cash in unused sick leave credits shall use the form attached to this Agreement as Appendix F.

Section 2. Personal Leave

On the first payroll of the new calendar year, full-time employees shall be credited with eight (8) paid personal leave days, which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member. To the extent practicable, requests for such leave shall be provided in advance so as to allow for consideration of work schedules and the University calendar and approved by the supervisor. The bargaining unit member will forfeit any personal leave not taken by the last payroll date of the payroll month of December. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per calendar year. Personal leave days for part-time employees will be granted on a pro-rata basis based on scheduled hours. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave. Full time bargaining unit members hired into the bargaining unit on or after the first full payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited</u>
January 1 to March 31	8
April 1 through June 30	6
July 1 through September 30	4
October 1 through December 31	2

Section 3. Bereavement Leave

Upon evidence satisfactory to the Employer of the death of a spouse, domestic partner, child (biological, adopted or step), parent, brother, sister, grandparent, or grandchild, of an employee; or

parent of a spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive work days.

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

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

In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer up to three (3) consecutive working days to attend such internment or memorial service to the later date. Such request shall be made at the time of notification to the Employer of the death of one of the above named relatives. Requests for both leave and for deferring leave time to a later date shall not be unreasonably denied.

Section 4. Voting Leave

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

Section 5. Civic Duty Leave

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

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

(1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

(2) remit to the University the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth on any Town, City, or County of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any Town, or County, of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

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

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave

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

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

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940 shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as, amended, be deemed to be or have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 7. Family & Medical Leave Act

The Employer shall implement the Family and Medical Leave Act in a manner consistent with Board of Trustees' Policies. The parties agree to meet by October 1, 2016, to review the policies and practices related to FMLA and Domestic Violence Leave pending the issuance of policy on Domestic Violence Leave from the President's office.

Section 8. Education Leave

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

Section 9. Unpaid Personal Leave

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

Section 10. Notice of Benefits

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

ARTICLE 9 VACATIONS

Section 1.

A. At the end of the first full payroll month (hereinafter referred to in this article as “month”) of employment, vacation leave with pay shall be credited to full-time employees at the end of the month as follows:

<u>Continuous Full-time “creditable service”</u>	<u>Vacation Credit</u>
(i) Less than forty-eight (48) months.	3.08 hours per pay period (10 days per year)
(ii) forty-eight (48) months, but less than one hundred eight (108) months.	4.62 hours per pay period (15 days per year)
(iii) One hundred eight (108) months, but less than one hundred eighty (180) months.	6.15 hours per pay period (20 days per year)
(iv) One hundred eighty (180) months but less than two hundred twenty-eight (228) months.	7.08 hours per pay period (23 days per year)
(iv) Two hundred twenty-eight (228) months, or more.*	7.69 hours per pay period (25 days per year)

***Unit members who have 25 years of creditable service as of June 30, 2014 shall add the following:**

(iv) Two hundred twenty-eight (228) months, but less than three hundred (300) months.	7.69 hours per pay period (25 days per year)
(iv) Three hundred (300) months or more	9.23 hours per pay period (30 days per year)

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

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

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

Section 4. An employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated vacation leave time for that pay period calculated as a portion of the number of work days in that pay period that were worked.

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

Section 6. The Employer shall grant vacation leave within twelve (12) months after it is credited; unless in the Department head or his/her designee's opinion it is impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than sixty (60) days of vacation leave credit. Requests for such leave shall be provided in advance so as to allow for consideration of work schedules and the University calendar to determine whether or not such leave request may be granted

Section 7. Absence 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, if any, then to vacation leave, if any.

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

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

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

Section 11. An employee who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Employer is secured for any of the following reasons:

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely to the employee;

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

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

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

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

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

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

**ARTICLE 10
HOLIDAYS**

Section 1.

The following days will be paid holidays for employees:

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

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

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

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

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

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

Section 7. An employee scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absence without pay unless the unit member properly notifies the University/ Administration at least one half (1/2) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement warrants the granting of paid leave of absence for such day. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived. An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

Section 8. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, the rules for observing such holiday shall be consistent with the Commonwealth of Massachusetts covering such observance. Such holidays

shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 5. If such day off cannot be granted for reasons satisfactory to the Employer, such employee shall be given a day off in lieu thereof, or shall be paid compensation therefore, in accordance with the provisions of the preceding Section 5.

**ARTICLE 11
EMPLOYEE EXPENSE**

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the University Travel Policy T92-031. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office and his/her temporary assignment whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Chief Executive Officer, an employee's home may be designated as his/her regular office by his/her Supervisor for the purpose of allowed transportation expense in cases where the employer has no regular office or other work location.

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

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

ARTICLE 12 EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increases

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

1. Effective the start of the first full pay period in July 2020 (i.e., July 5, 2020) members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%)

In consideration for the mutual promises contained in the November 1, 2021, Memorandum of Agreement resolving the PFML contribution dispute, employees who are otherwise eligible for the annual salary adjustment effective on the date the parties reach agreement, shall receive an additional one-half of one percent (.5%)—not compounded—for a total of two and one-half percent (2.5%).

2. Effective the start of the first full pay period in July 2021 (i.e., July 4, 2021), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2%).

3. Effective the start of the first full pay period of July 2022 (i.e., July 3, 2022), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either 1) on the payroll during the paid period during which such salary increase is implemented; or 2) retired or deceased after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for the increase or any retroactive pay.

One-Time Additional Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees shall receive a one-time payment equivalent to one and one-half percent (1.5%) of their base salary rate (minimum payment amount of \$1,000) in effect after the salary increase effective the date on which the parties reach agreement on a successor collective bargaining agreement.

In order to receive this one-time payment, a member of the bargaining unit must be on the payroll, including any authorized leave of absence, on the date of distribution of this payment. Members of the bargaining unit on the payroll for less than twelve (12) months from the date of distribution of this payment shall receive this one-time payment at a prorated rate.

Section 2. Employees who do not receive at least a “Successful” rating on the annual evaluation shall not be eligible to receive salary increases provided in Section 1 of this Article, nor any step increases provided. Employees who receive a “Need Improvement” or “Unsatisfactory” rating will have their performance reviewed in accordance with Article 24 of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a “Solid Performance” or subsequent equivalent rating.

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

Section 4.

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless the CEO or his/her designee denies him such step rate. Except as provided below an employee shall progress from one step to the next higher step after each fifty two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determine within this Article. Effective July 1, 2001 the date for step rate increases of all unit members who will proceed to Step 13 during Fiscal Year 2002, shall be January 1, 2002 and annually thereafter.

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

C. Whenever an employee paid in accordance with the salary schedules provided in this agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

1. Determine the employee's salary rate at his/her current job group;
2. For each grade increase which results due to a promotion or reallocation, multiply the employee's current salary by two and one half percent (2.5%) per grade increase, i.e. a one grade promotion @ 2.5%; a two grade promotion @ 5%; a three grade promotion @7.5%, etc.
3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group, which at least equals the resultant amount.

Section 5. General Provisions

A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rates for their official job classification.

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

Section 7.

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.

B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 4, paragraph C.

C. An employee entering a position within a bargaining unit covered by this agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 8. The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired, or transferred out of the bargaining unit (but remained in the employ of the employer) during the period between July 5, 2014, and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.

ARTICLE 13
GROUP INSURANCE

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

ARTICLE 14 HEALTH & WELFARE

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

Section 2.

Effective the first pay period in June 2014, the University agrees to contribute on behalf of each full-time-equivalent unit member \$15 total per calendar week to the appropriate Health & Welfare Fund.

The parties agree to raise the weekly per employee contributions to the appropriate health and welfare fund by the amount required by the fund, but no more than fifty cents (\$0.50) for each year of the three years of the contract [2014-2017]. The funds shall come from the pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit in Article 40 of this agreement.

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

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

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

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

**ARTICLE 15
TUITION REMISSION**

See attached side-letter on Tuition and Fee Policy.

ARTICLE 16 SENIORITY

Section 1. Definitions

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

Section 2. Computation of Seniority

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

Section 3. Days Off & Shift Assignments

For days off and shift assignments seniority shall be applied in accordance with past practice at the Institution unless otherwise provided for in this agreement.

Section 4. Termination of Seniority

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

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

ARTICLE 17
PROMOTIONS AND FILLING OF VACANCIES

Section 1. Posting of Vacancies

A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted for not less than seven (7) working days. The Employer agrees to post to the best of their ability all anticipated vacancies, i.e. retirements, thirty (30) days prior to when the vacancy occurs.

B. The notice of vacancy shall include at least the following:

1. The Official Job Title
2. Wage Grade with the Salary Range
3. Application Closing Date
4. A description of duties, qualifications, shift, and operational needs.
5. Notice of any Selective Certification Restrictions.
6. Notice that only internal (MTA— Maintenance and Trades Bargaining Union) candidates will be considered within the first ten (10) working days of the posting.

C. Any employee seeking to be considered for any such vacant position shall submit an electronic application and any requested additional information in accordance with the University procedures and within the time limits prescribed in such notice.

Section 2. Selection

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

Section 3. Criteria

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

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

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

B. The University in determining selection for bargaining unit positions shall use a combination of the following factors:

1. Demonstrated ability to successfully do the job upon selection as determined by:

A. Experience and competence in the same or related work;

B. Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed. No time filling a position on a “working out of class” basis may be allowed for this purpose.

2. Work History, which will include evaluations, tardiness, absenteeism, and relevant disciplinary actions.

3. Classification Seniority

Section 4.

A. An employee who has been promoted to a new position shall be on trial status for a period not to exceed ninety (90) calendar days. When any position requires that an employee successfully complete a formal training program, the trial period will commence upon successful completion of such program.

B. If the employee’s work performance in the new position is not satisfactory to the Employer during this trial period, said employee shall revert back to his/her former position.

C. If the promoted employee is not satisfied with the new position, he or she may elect to return to the former position within thirty (30) days after said promotion.

D. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies resulting from an employee’s promotion pursuant to this Article, shall be filled temporarily or provisionally at least until the promoted employee has completed his/her trial period.

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

ARTICLE 18 OUT OF TITLE WORK

Section 1.

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

Section 2.

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

B. An employee who is assigned by the appointing authority to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

ARTICLE 19
CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

- (a) The University/Administration shall provide the union with a copy of the Commonwealth classification specification of each title covered by this contract for which such a specification exists.

- (b) Each employee in the bargaining unit shall be permitted by the University/Administration to have access to examine his or her class specification.

Section 2. Individual Appeal of Classification

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

An Employee seeking a reclassification may either fill out the specified form or request an interview and position audit with the office of Human Resources. The Union shall be notified of any pending interview and may participate at the request of the Employee at any step of the process. It is recommended that the employee review the specified form with the Union prior to any interview.

ARTICLE 20
CLASS REALLOCATION

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

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

ARTICLE 21 LAYOFF & RECALL

Section 1. Layoff

A. Subject to the provisions of Article 6, (Non Discrimination & Affirmative Action) in the event of a reduction in personnel, those employees who have the least seniority would be the first considered for release. For the purpose of this Article, Seniority -is defined as the length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as a member of the bargaining unit. In the event of a determination by the employer that a layoff is necessary, the Employer shall have the right to identify the number of affected positions by classification and job type.

B. As soon as possible after the Employer becomes aware, but in no event less than ninety (90) calendar days, after the Employer becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the Chancellor or his/her designee shall notify the Union of such impending reduction. Thereafter, the Chancellor or his/her designee shall, within ten (10) working days, meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar vacant positions on the campus and including the availability of any training program which may be applicable to the employees. In the event of an actual layoff, management will notify the Union not less than thirty (30) calendar days in advance of the layoff date and will send notice to the affected employees within five (5) working days after notifying the Union, in order that the affected employee has a minimum of twenty-five (25) calendar days' notice.

C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower graded classification in the bargaining unit on campus, the duties of which the employee has the ability to immediately perform, seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit. Employees shall have five (5) working days to notify the Employer of their intention to exercise this right.

Section 2. Recall

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

The Employer shall appoint employees on the recall roster, prior to the appointment of any other applicant, to vacant positions that are authorized to be filled in the unit for which the laid off or displaced employees meet the minimum entrance requirements of the position. The Employer shall send written notices of positions, to each employee who is being recalled in order of their seniority, by First Class Mail return receipt requested, notifying them of the date of return, work location, shift assignment, the primary and dominant duties, and the salary for the position. Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice.

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

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

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

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

ARTICLE 22 PROBATIONARY EMPLOYEES

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

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

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

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

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

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

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

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

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

ARTICLE 23
PERSONNEL FILES

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

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

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

ARTICLE 24 EVALUATIONS

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

1. Improve satisfaction and potentially reduces employee absenteeism, turnover, and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication;
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals;
5. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the Job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the employee and the employer, it should be a continuous process. Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weakness and develops his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

A. Performance evaluation of an employee shall be made annually with the exception of a probationary employee, who shall receive a written evaluation within the month following the completion of the first three months of probationary service and within the final month prior to the completion of the probationary period. This provision shall not be construed to mandate continued employment for a probationary employee for the entirety of the probationary period. The annual performance evaluation shall be conducted in a method and manner consistent with the University's Performance Management Program as agreed to by the parties.

The University maintains the right to periodically revise the program based upon the operational needs of the University. The parties shall bargain any proposed substantive changes to the evaluation program.

B. Employees must receive a rating of at least "Solid Performance" or future equivalent rating ("Solid Performance") to receive any across-the-board or step pay increases.

Section 3. Evaluation Appeal Process

A. The parties recognize that solid work performance should be achieved and that work below that level should be addressed during the evaluation period. To the extent practicable, an employee

who receives a "Needs Improvement" or "Unsatisfactory" or their subsequent equivalent ratings ("Needs Improvement" or "Unsatisfactory") will have been informed of issue(s) and necessary improvements with regard to his or her work performance during the evaluation period.

If an overall performance rating of "Unsatisfactory" or "Needs Improvement" is received, the employee may request a ninety (90) calendar day re-evaluation period which shall not be unreasonably denied.

The re-evaluation period shall be ninety (90) calendars days in length. An employee shall have his/her reevaluation done at the end of the ninety (90) calendar day period to determine if a "Solid Performance" rating has been achieved.

If an employee receives a "Solid Performance" evaluation during the re-evaluation process, he or she shall be prospectively eligible for the denied Step and/or salary increase effective from the date of receiving the "Solid Performance" rating. Employees shall retain their anniversary date for Step purposes regardless of their rating during the evaluation or re-evaluation process.

B. Job duties and performance criteria shall be observable and measurable to the extent practicable.

Section 4. Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the HR/EOO at any reasonable time upon reasonable prior notice. Such employee shall have the right to file a written statement in response to any such evaluation within thirty (30) days of the evaluation meeting.

Section 5. An employee may only grieve the evaluation procedures of this Article and only to the level of Step 4 of Article 29.

Section 6. It is understood and agreed that if the Employer fails to evaluate an employee in a timely fashion, then the Employer forfeits the right to evaluate that employee for the corresponding time period. Further, if the Employer fails to evaluate an employee in good faith accordance with the terms of this Article, then the employee's performance is deemed "Solid Performance."

Section 7. Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Needs Improvement" or "Unsatisfactory" ratings.

ARTICLE 25 SAFETY AND TRAINING

Section 1.

A. The employer shall comply with all applicable statutes, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the employee's workplace. The Employer agrees to provide a safe, work environment.

B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L., Chapter 111F (Right to Know Law).

C. Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., Tuberculosis, Hepatitis or AIDS etc.), the Employer shall forthwith make every reasonable effort to provide all person (s) in the work environment, with the appropriate training and advice.

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

Section 3. The University shall support regular safety trainings as per industry standards, provide appropriate protective gear, and shall replace dangerous or compromised equipment or tools in a timely manner and not penalize employees for reporting and refusing to use unsafe equipment or tools.

Section 4. The parties agree to meet and regularly discuss safety issues within the Labor/Management Committee (see Article 26). The Labor/Management Committee shall also develop and promote professional development and training activities for unit members.

Section 5. The Employer shall provide professional development training activities for members, subject to advance approval from the manager of their work area. Members may appeal any denial of such training to the Associate Vice Chancellor for their work area whose decision shall be final.

Section 6. Grievances involving the interpretation or application of the provisions of this article may be processed through Step 4 of the Grievance Procedures set forth in Article 29 of this agreement, but shall not be processed to Step 5 thereof.

ARTICLE 26 LABOR/MANAGEMENT COMMITTEE

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

The parties agree that permanent agenda items for this Committee shall include Campus Safety, Work Hours, and Training. Additional topics to be discussed shall relate to:

- the apprenticeship program
- promotion process
- overtime distribution and reporting to include
 - overtime tracking reports
- work order reports to include labor and material tracking

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

ARTICLE 27
SICK LEAVE BANK

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

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

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

ARTICLE 28 DISCIPLINARY ACTION

Section 1. The parties agree that the purpose of discipline in a University setting is to insure, through corrective action, that employees conduct themselves in a responsible manner. Progression from less severe to more severe corrective action is intended to bring about a change in behavior rather than simply to punish. The parties further acknowledge that it is not possible to agree upon the full range of potential corrective actions that may be taken by an employer or its representatives, particularly in a diverse University setting.

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

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

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

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

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

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

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

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

ARTICLE 29 GRIEVANCE AND ARBITRATION

Section 1. Introduction

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

Section 2. Definitions

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

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

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

Section 3. Procedures for Filing a Grievance

A. *Step 1. Informal-Immediate Non-MTU bargaining Unit Supervisor and/or Director*
The Union and/or the grievant shall institute the grievance procedure of this Article by notifying his/her immediate non-MTU bargaining unit supervisor or Director or their respective designee during the term of this Agreement within seven (7) days from the date of the occurrence of the event or the date on which the unit member had or should have had reasonable knowledge of the event or conditions upon which the grievance is based. The supervisor and the employee will have seven (7) days to attempt to resolve the issue (the “conciliation period”). Any resolution shall be consistent with Section 5 of this Article and without precedent to any future matters between the University and the Union.

Should the matter not be resolved during the conciliation period and should the Union/Grievant seek to pursue the matter, then a written grievance shall be filed within fifteen (15) days from the date of the occurrence of the event or the date on which the unit member had or should have had reasonable knowledge of the event or conditions upon which the grievance is based to the Director

of Operations and Services or equivalent managerial position or designee (“Director”). Within three (3) days after receipt of such notice, the Director where appropriate in the judgment of the appointing authority, shall meet or arrange to meet with the Union and/or the grievant in an attempt to resolve the grievance. If within five (5) days after such meeting, the Union and/or the grievant and the Director have failed to agree upon a resolution of the grievance, the Union and/or the grievant may elect to proceed to the next level.

B. *Step 2. Associate Vice Chancellor for Facilities Management*

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the final time period provided for in Step 1, the grievant or the Union shall file a written grievance with the Associate Vice Chancellor for Facilities Management or designee (“Associate Vice Chancellor”). The Associate Vice Chancellor, if appropriate in the judgment of the appointing authority, shall meet or arrange to meet with the Union and/or the grievant within five (5) days to resolve the dispute and shall respond in writing within fifteen (15) days from the conclusion of the Step 2 grievance meeting.

C. *Step 3. Campus Chancellor or Designee*

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

D. *Step 4. University President or Mediation*

1. University President

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

2. Mediation

The Union with the consent of the University, may, as an alternative to presenting the grievance to the University President, refer the matter to Grievance Mediation. A grievance mediator may be requested from the Massachusetts Department of Labor Relations or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Union may proceed to Step 5, Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications; and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration.

E. *Step 5. Arbitration*

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

1. The Union shall have the exclusive right to initiate arbitration of a grievance.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all four (4) prior Steps of the grievance procedure, except as otherwise provided for in this Article.
3. The Union shall initiate arbitration by giving written notice to the President and Chancellor within 30 days that it intends to submit a grievance to arbitration.
4. The arbitrator shall be selected and the arbitration conducted pursuant to normal American Arbitration Association procedures. The parties may also agree on the choice of a neutral arbitrator.

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

Section 4. Decision of the Arbitrator

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

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

Section 5. Union Representation

Any member of the Unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and has sole authority to request mediation at Step 4 and that any adjustment made shall not be inconsistent with the terms of this Agreement. Nothing in this Article shall be read to prohibit any party from suggesting mediation at any point in the grievance process; the parties shall only proceed to mediation upon the agreement of the Employer and Union.

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

Section 6. Waiver and Admission

A. *Waiver* If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and may within twenty-five (25) days of the response due date invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. Failure of the Union and/or the Grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the Union and/or the Grievant to comply any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties.

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

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

Section 7. Collateral Consequences of a Grievance

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member, nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

ARTICLE 30 MANAGEMENT RIGHTS

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

ARTICLE 31
SCOPE

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

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

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

**ARTICLE 32
NO STRIKE**

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

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

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

ARTICLE 33
SAVINGS

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

**ARTICLE 34
COST ITEMS**

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

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

ARTICLE 35 CONTRACTING OUT

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

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

**ARTICLE 36
PARKING**

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

Fall 2018 Rate: \$375; Fall 2019 Rate: \$400

Right to re-open following completion of parking structure review with any changes requiring mutual agreement of the parties.

In the first pay period following the implementation of the Fall 2018 increase, employees under grade 14 will receive a stipend of \$90 and employees over grade 14 will receive a stipend of \$65

In the first pay period following the implementation of the Fall 2019 increase, employees under grade 14 will receive a stipend of \$100 and employees over grade 14 will receive a stipend of \$65

Payroll deductions shall be made on a pre-tax basis. Individuals wishing to pay the annual amount may do so by check.

No increase to parking shall take place until salary increases are received by unit employees.

For the life of this agreement, increases in the parking fee shall not exceed the percentage increase in salary received by the bargaining unit in that fiscal year.

**ARTICLE 37
UNIFORMS**

A. Where Uniforms are required by the employer, such uniforms shall be provided by the Employer and shall include work pants and work shirts appropriate for the season and varied work areas, including shorts in summer and warmer clothes in winter. Appropriate safety footwear shall also be provided. The Employer shall be responsible for cleaning and maintaining uniforms, and employees required to wear uniforms shall be provided an adequate supply at any given time (five in and five out).

B. Specific uniforms shall be determined by the Employer after appropriate consultation with the Union. The Employer and Union recognize that consultation shall involve representatives of differing bargaining unit work areas and job classifications and both women and men in the bargaining unit.

C. Employees shall be granted ten (10) minutes wash up time at the end of the shift to clean up and change out.

D. Uniforms shall not be required when an employee is called in during their non-regular working hours, and enforcement of this article shall be reasonable.

E. Additional policies regarding issuance, cleaning, maintenance, and replacement will be bargained by the parties.

ARTICLE 38
TECHNOLOGICAL CHANGE

A. The employer and the Union recognize that automation and technological change are fast becoming an integral part of work in many work locations. Both parties are aware of the enormous impact these changes will have and are having on employees in which they perform work. The Employer and the Union are committed to making the transition to automation in as responsive a way as possible to the human issues of members of the Unit and the provision of service to the public.

B. The Employer and the Union are committed to the concepts that technology was not intended to replace employees: that the transition be orderly and comfortable to the department and the employees: and that the Union will be allowed to provide input in developing and implementing the changes, as well as input in establishing health and safety guidelines: and that adequate and appropriate training be available to employees to provide job protection and advancement or retraining.

ARTICLE 39
FAIR PRACTICES

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

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

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

ARTICLE 40
SPECIAL CAMPUS NEEDS FUND

One-quarter of one percent (.25%) of the unit payroll as of each preceding June 30th to be applied to address specific bargaining unit needs as provided for in this agreement (i.e. health and welfare contributions and parking stipends). It may not be applied across-the-board. For the period January-June 2015, this amount will be equivalent to .25% of half of the fiscal year total payroll for the unit. For subsequent years of the contract, this amount shall be equivalent to a .25% of a full fiscal year of total payroll for the unit each year. If the total amount of funding available for this pool as determined by the amount allocated to the University by the state for this purpose is different than stated above, the parties agree that the full amount made available will be expended by agreement of the parties. The Parties acknowledge that as of June 30, 2017, all funds have been expended from the fund.

ARTICLE 41 APPRENTICESHIP

The parties agree to further negotiate and implement an apprenticeship program within the term of this contract meeting the following agreed to guidelines:

A. The Program

The Apprenticeship Program shall be an accredited program with the Massachusetts Division of Apprenticeship Training. The program shall be governed by a separate agreement and a joint labor/management apprenticeship committee. The joint labor management Committee to agree to all the details of the program so long as they stay within the general parameters negotiated between the parties with this agreement.

B. Apprentices

Apprenticeships are open to non-probationary members of the bargaining unit meeting minimum qualifications. Members must apply to the program using a standard application and be selected through a fair process. Those selected for an apprenticeship must first complete a short probationary period where the potential apprentice, master, and joint labor/management apprenticeship committee can assess the appropriateness of the fit. Apprentices shall be replaced within the bargaining unit. Should an apprentice fail to complete the program through no fault of their own, the apprentice shall be able to move back into their prior position. Apprentices shall not see a reduction in wages, and shall enter into a contract with the Employer if they successfully complete a contract and get licensed so their schooling costs can be reimbursed and they can be reallocated into a new position.

C. Masters/Trainers

A Master or appropriately qualified journeyman in a trade shall be selected from the bargaining unit through a transparent set of criteria agreeable to the parties that takes into account such factors as seniority, willingness, and supervisory responsibilities. Care shall be taken by the joint committee to avoid both favoritism and incompatibility between the apprentice and master. The Master shall receive a permanent upgrade one grade with at least a 2.5% salary increase (though there might not be a title associated with the upgrade).

**ARTICLE 42
DURATION**

This Agreement shall be for the three (3) year period from July 1, 2020, through June 30, 2023, and terms herein shall become effective on the date of its execution by the parties, unless otherwise specified. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.


SIGNATURE PAGE

This agreement is between the UNIVERSITY OF MASSACHUSETTS, LOWELL and THE MAINTENANCE AND TRADE UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA and has a term of July 1, 2020, through June 30, 2023.

For the Maintenance and Trade Union/MTA/NEA:

For the University of Massachusetts, Lowell:

DocuSigned by:



Henry Cornu
MTU President
7/29/2022 | 08:15 EDT

DocuSigned by:



Jean Robinson
Assoc Vice Chancellor, Facilities Management
8/11/2022 | 07:44 EDT

DocuSigned by:



Michael Canfield
MTU Vice President
7/28/2022 | 10:38 EDT

DocuSigned by:



Karyn M. Puleo
Exec. Director, Facilities Business Operations
8/11/2022 | 07:53 EDT

DocuSigned by:



Stephan Turcotte
MTU Secretary
8/10/2022 | 14:25 EDT

DocuSigned by:



TJ McCarthy
Exec. Director, Operations & Services
8/23/2022 | 09:34 EDT

Marta Moran
Chief Steward

DocuSigned by:



William Storella
Director, Labor Relations & Compliance
7/14/2022 | 14:44 EDT

DocuSigned by:



David Dunbar
8/1/2022 | 06:47 EDT

DocuSigned by:



John D. Dunlap
Chief Human Resources Officer

8/24/2022 | 12:04:06 PM EDT

DocuSigned by:



Miles Stern
MTA Field Representative
8/5/2022 | 12:08 EDT

DocuSigned by:



Martin T. Meehan
President

9/8/2022 | 12:41:05 PM EDT

APPENDIX A
TEMPORARY WORK ASSIGNMENT FORM

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

Name of Employee

Title of Present Position

Title of higher rated positions to which you have been assigned

Effective Date of Assignment

Signature of Employee

Date of Signature

IMMEDIATE SUPERVISOR

Name of Immediate Supervisor

Date Form Received from Employee

Title of higher position that you assigned to employee

Effective Date of Assignment

Previous Incumbent in the Position

Reasons for Assignment:

Anticipated Duration of Assignment:

Signature of Immediate Supervisor

Date of Signature

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

DIRECTOR OF HUMAN RESOURCES

Approval _____

Title of Higher Rated Position

Duration of Assignment

Reason for Disapproval

Signature of Director of HR & Date

Signature of Non-Unit Supervisor & Date

**APPENDIX B
DIRECT DEPOSIT**

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

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

APPENDIX C

Bargaining unit members, except those who work a "straight eight", may request the opportunity to work through their lunch period and extend their workday to eight and one-half (8.5) hours to address workload issues. Such requests shall be made to the individual's immediate supervisor and approved by the Associate Vice Chancellor for facilities or designee. Such requests shall not be unreasonably denied and shall not be subject to the grievance procedure

APPENDIX D SICK LEAVE BUYBACK FORM



Maintenance and Trades Bargaining Unit Annual Sick Leave Buy-Back Form

Section 1: EMPLOYEE DATA

1. Employee ID			Date Received in HR
2. Employee Name			
3. Address			
4. City	5. State	6. Zip Code	
7. Personal Email	8. Home Phone	9. Mobile Phone	

Buy Back Information

Bargaining unit members are eligible to buy back their annual unused sick leave credits, up to a maximum of six (6) days. To participate in the buyback process this form should be filled out and returned to the office of Human Resources and Equal Opportunity & Outreach by June 30th.

Sick Leave Days Used	Cash In Allowed	Cash In Value	
0	6	6 days	(100%)
1	5	5 days	(100%)
2	4	3 days	(75%)
3	3	2.25 days	(75%)
4	2	1 days	(50%)
5	1	0.5 days	(50%)
6 or more	0	0 days	(0.0%)

Sick days cashed in shall be deducted from the employee's sick leave balance. Payment shall be made no later than the last pay period in July.

I am requesting to buy back sick leave in accordance with the collective bargaining agreement covering my position

Sick Leave total used between last July 1, and June 30, of current year: _____

Days requested to buy back _____

Employees Signature	Date
---------------------	------

OFFICE USE ONLY

SKA;	SCI:	By (Initials): _____	Date: _____	
<u>PAYROLL DATA ENTRY</u>				

SIDE LETTERS

Housekeeping Clause

The Parties, by mutual agreement, shall correct typographical errors, outdated titles or names, and other housekeeping items, including changes agreed to in Articles 3.

Vacation and Leave

The parties agree to meet within ninety days of ratification to review and bargain any substantive change to leave request forms.

Sick Leave Bank

The parties agree that, effective upon ratification of this agreement there shall be equal labor and management representation on the Sick Leave Bank. The parties also agree that a bank member need not exhaust all of their paid vacation/leave prior to utilizing the bank. The parties agree to meet within ninety days of ratification to commence further bargaining to agreement on a comprehensive Sick Leave Bank article to replace the current Article 27 Sick Leave Bank language that incorporates the above two agreements on representation and exhaustion of leave.

Light Duty

LIGHT DUTY PARAMETERS

- I. General Provisions
 - a. Pilot program through June 30, 2020
 - b. Voluntary participation
 - c. Full duty (i.e. 40 hours/week)
 - d. Can self-withdraw or be removed by the university. The university will notify the employee of the reason(s) for the removal
 - e. Workers comp cases or non-work injuries are eligible
 - f. Eligible only once in one-year period for same medical issue
 - g. The provisions of this program shall not be subject to the grievance procedure. An employee denied light duty may request reconsideration upon the submission of additional information not available at the time of the initial denial.

- II. Medical Certification to be submitted to Human Resource Office designee
 - a. Health care provider certifies that:
 - i. Job description has been reviewed; and
 - ii. Employee can perform majority of job duties
 - b. Limitations clearly defined
 - c. Perform safely without risk of exacerbating condition
 - d. Perform all essential functions of position within 90 calendar days
 - e. Up to two 30 day extensions if physician documented which will not unreasonably be denied
 - f. Non contagious
 - g. University not liable if not performing within Doctor's limitations
 - h. Return to full duty documentation

III. Work Assignments

- a. Not intended to create special duties or assignments (perform majority of job duties as per job description)
- b. Non detriment to other employees (can perform majority of assigned tasks independently). Excludes short term work load redistribution.
- c. No special performance programs and not to negatively impact annual performance.
- d. OT and Essential Personnel opportunities on case by case basis
- e. Attendance should not be notably negatively impacted
- f. Eligible for all standard training being offered

Sick Leave

Section 1, M, Sick Leave

Employees hired on or after June 30, 2020 who retire shall be paid twenty percent (20%) of the value of unused sick leave credits up to 120 days of accrual balance, i.e. 24 days, at the time of their retirement.

Sick and Vacation Leave Accruals

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015, shall be implemented. For the duration of the agreement, the current vacation-leave terms will remain unchanged except as expressly provided for in this agreement. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 collective bargaining agreement between the parties will continue without any change in accrual caps. To the extent there is an established practice, all accrued vacation days over the 60 shall continue to roll over into sick leave days.

Uniforms

The employer will meet and confer with the union prior to implementation of the seasonal uniform schedule.

Tuition and Fee Policy

ADMINISTRATIVE STANDARDS FACULTY AND STAFF TUITION DISCOUNTS (Doc. T96-129)

I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the *Policy on Tuition Waivers* (T96-129) and codifies and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. See, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. See, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

1. ***Dependent Child*** refers to a child of a University Employee or his or her Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.
2. ***Continuing Education*** refers to self-supporting, non-state-funded courses and programs as defined by a campus.
3. ***Deceased University Employee*** refers to a person who died while a University Employee.
4. ***Part-time*** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time). However, 43-week employees are considered full-time.
5. ***Retired University Employee*** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.
6. ***Spouse*** refers to an individual married to a University Employee.
7. ***Student Charge*** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; provided that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. See,

9. M.G.L. c.75, § 1B.

10. **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. See, M.G.L. c.75, § 18 (a).

11. **University Employee** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

¹ The Policy on Tuition Waivers refers to discounts as "waivers." However, M.G.L. c. 75, § 1B, refers to discounts as "Student Tuition Credits."

III. GENERAL PROVISIONS

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

- A. The Student Tuition Credits described in these Standards apply to all courses and program offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, programs and the J.D. program at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.
- B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
- C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.
- D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
- E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
- F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (e.g. the John and Abigail Adams Scholarship).

- G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; provided that, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation or personal leave or, if necessary, arrange with his or her supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

A. University Employees

1. Current/Active University Employees

- a. Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.
- b. Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.

2. Retired University Employees

A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.

2. Undergraduate Courses or Programs

1. Current/Active University Employees with two (2) or more years of Full- time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition in a covered undergraduate course or program.

2. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees

A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee's death.

D. Spouses and Dependent Children of Retired University Employees

A Spouse or Dependent Child of a Retired University Employee who has begun a program of study prior to the official retirement date is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for the remainder of their program of study, provided that the program of study is continuous.

E. Spouses and Dependent Children of Terminated University Employees

A Spouse or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child, of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDITS

Current/Active University Employees ¹	
Graduate Courses or Programs	100%
Undergraduate Courses of Programs	100%
Retired University Employees ²	
	100%
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses of Programs	
University Employee w/ 2+ FTE Years of Service	60%
University Employee w/ < 2 FTE Years of Service	15%
Spouses and Dependent Children of Retired University Employees ³	
	60%
Spouses and Dependent Children of Deceased University Employees ⁴	
	60%

¹ Part-time University Employees are eligible for up to seven (7) credits per semester.

² One (1) program of study.

³ One (1) program of study; undergraduate only

⁴ With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

For Continuing Education

Applicability

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

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.

c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

Compensation Review

During the term of this agreement, the university shall initiate a compensation review of all titles within the bargaining unit.