

Agreement Between

**The Board of Trustees
Of the University of Massachusetts**

And

**The International Brotherhood of
Police Officers**

Local 432 – Unit A

July 1, 2007 - June 30, 2008

TABLE OF CONTENTS

	<u>Page</u>
Preamble	2
Article 1 Recognition	3
Article 2 Rules and Regulations	4
Article 3 Union Security	5
Article 4 Agency Service Fee	6
Article 5 Union Business	7-8
Article 6 Non-Discrimination and Affirmative Action	9
Article 7 Workweek and Work Schedules	10-12
Article 8 Leave	13-18
Article 9 Vacations	19-21
Article 10 Holidays	22-23
Article 11 Employee Expenses	24
Article 12 Employee Compensation	25-26
Article 12A Incident Enforcement Pay	27
Article 13 Health and Welfare	28
Article 14 Professional Development	29-31
Article 15 Seniority	32
Article 16 Promotions and Filling of Vacancies	34
Article 17 Out of Title Work	35
Article 18 Classification and Reclassification	36
Article 19 Class Reallocations	37
Article 20 Layoff and Recall	38
Article 21 Probationary Employees	39
Article 22 Personnel Files	40
Article 23 Employee Evaluation	41-42
Article 24 Police Cadets	43-44
Article 25 Safety Procedures	45
Article 26 Labor/Management Committee	46
Article 27 Sick Leave Bank	47
Article 28 Disciplinary Action	48
Article 29 Grievance and Arbitration Procedures	49-51
Article 30 Management Rights	52
Article 31 Scope of Agreement	53
Article 32 No Strike/No Lockout	54
Article 33 Savings Clause	55
Article 34 Cost Items and Appropriation by the General Court	56
Article 35 Contracting Out	57
Article 36 Parking and Transportation	58
Article 37 Uniforms	59
Article 38 Wellness	60
Article 39 Duration	61
Signature Page	62
Evaluation Form	63-66
Appendices, Memorandums of Understanding, Side Letters	67-71
Salary Schedules (May 8, 2007; July 8, 2007)	72-73

PREAMBLE

This Agreement entered into by the Board of Trustees of the University of Massachusetts, hereinafter referred to as the Employer, and the International Brotherhood of Police Officers, Local 432, Unit A, hereinafter referred to as the Union will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems.

ARTICLE 1
RECOGNITION

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

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

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

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

ARTICLE 2 RULES AND REGULATIONS

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder; namely: The second paragraph of section twenty-eight of chapter seven (Red Book); section twenty-four A: paragraphs four and five (Gray Book), formerly paragraphs five and six of section forty-five; paragraphs one, four, and ten of section forty-six, and section fifty-three of chapter Thirty; sections thirty to forty-two, inclusive, of chapter one-hundred forty-nine.

ARTICLE 3
UNION SECURITY
Dues Check-off

Section 1:

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

Section 2:

An employee may consent, in writing, to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Appointing Authority and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days notice in writing to the Division of Human Resources and the secretary/treasurer of the Union.

Section 3:

An employee may consent, in writing, to the authorization of the deductions of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Appointing Authority and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days notice in writing to the Division of Human Resources and the secretary/treasurer of the Union.

Section 4:

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

ARTICLE 4 AGENCY SERVICE FEE

Section 1:

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

Section 2:

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

Section 3:

The Union shall reimburse the Appointing Authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Appointing Authority shall have no obligation to defend the termination.

Section 4:

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

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

Section 5:

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

ARTICLE 5 UNION BUSINESS

Section 1: Union Representation

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

Section 2: Grievance Processing

Except as hereinafter provided, Union business shall be conducted by Union stewards and officials on off-duty hours.

Union stewards and officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No steward or other representative of the Union shall, at any time, use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions.

Section 3: Paid Union Leave of Absence

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

Section 4: Unpaid Union Leave of Absence

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

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

Section 5: Attendance at Hearings

Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits, or other privileges to attend hearings before the Legislature and state agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO. Witnesses called by the Union to testify at a step 4 hearing or in an arbitration proceeding (step 5) may be granted time off without loss of benefits or other privileges (not including wages).

All leave granted under this section shall require prior approval of the CEO.

Section 6: Union Use of Premises

The Union shall be permitted to use the same or similar facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

Section 7: Bulletin Boards

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Appointing Authority for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization, or faction thereof.

Section 8: Employer Provisions of Information

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

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

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

Section 9: Orientation

Where the 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, marital status, sexual orientation, sex, age, mental or physical disability, or veterans' 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, national origin, marital status, sexual orientation, sex, age, mental or physical disability, or veteran's status specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3:

The Union and the Employer acknowledge that sexual harassment is a form of unlawful sex discrimination and the parties mutually agree that no employee should be subjected to sexual harassment.

Section 4:

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

Section 5:

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

ARTICLE 7
WORK WEEK AND WORK SCHEDULES

Section 1: Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half hours per week excluding meal period or forty hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty hours excluding meal periods in the past shall have a forty hour workweek.
- B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.
- C. When the Employer desires to change the regular work schedule of an employee, s/he shall give the affected employee at least eight (8) working days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the University or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.
- D. To the extent practicable the normal workweek shall consist of five consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two consecutive days off in each seven day period. This subsection should not apply to employees in authorized flexible hours programs or on a four and two schedule.
- E. Each employee shall be required to record his/her attendance in accordance with procedures presently established by the appointing authority. Thirty (30) days prior to any change in the existing method of recording attendance, the CEO or his designee will notify the Union of such change and will meet and confer with the Union to discuss such change.

Section 2: Overtime

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week or eight hours per day; provided, however, that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half of his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.
- B. Compensatory time off in lieu of pay for overtime work may be granted to an employee at the option of the CEO or his/her designee and with the consent of the employee. Such compensatory time shall be at time and one half for each hour worked. An employee may not accrue more than 480 hours of compensatory time off. An employee who has accrued the maximum amount of compensatory time shall be paid the hourly rate authorized for overtime work. Upon termination or prior to termination, an employee shall be paid for all unused compensatory time at the employee's final regular rate of pay. The Appointing Authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the CEO or his/her designee.
- C. All time for which an employee is on full pay status such as sick leave, vacation, holidays, paid education leave, and paid union leave shall be considered time worked for the purpose of calculating overtime compensation.

- D. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- E. The Appointing Authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.
- F. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek.
- G. The provisions of this section shall not apply to employees on full travel status.
- H. In instances where no employees can be found to perform institutional overtime work, the Appointing Authority may assign such work to the least senior employee(s) who, in the judgment of the appointing authority, are capable of carrying out the required duties.
- I. A paid police detail shall mean overtime police work requested by a University Department other than the Public Safety Department.
- J. There shall be a minimum of four (4) hours pay for each such paid detail.
- K. The Director of Public Safety, or designee, shall have and make the sole determination of the number of officers to be assigned to a paid police detail. The decision of the Director of Public Safety, or designee, shall be final and binding on all parties, including the requestor.
- L. The Department of Public Safety shall require a notice of cancellation of a detail from the requestor to the department of at least eight (8) hours prior to the time the detail was scheduled to begin. If the requestor fails to notify the department within the above specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.
- M. The current practice for the distribution of overtime and details shall remain in full force and effect for the duration of this Agreement.
- N. The Employer shall make every effort to limit each assigned detail to eight (8) hours per officer.

Section 3: Regular Meal Periods

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

Section 4: Rest Periods

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

Section 5: Call Back Pay

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

Section 6: Court Time

Any member of the bargaining unit who, while off duty, is required by the Appointing Authority to appear as a witness for the Commonwealth in a criminal case, in district, juvenile, or superior court, License and Police Commissions, show cause hearings, and civil cases arising out of such criminal cases shall be paid at a rate of time and one-half. The unit member will be paid a minimum of four (4) hours at the time and one-half rate.

Section 7: Shift Differential

- A. Police Officers rendering service on the second shift (3:00 PM-11:00 PM) shall receive a shift differential of fifty cents (\$.50) cents per hour for each full hour worked. Police Officers rendering service on the third shift (11:00 PM-7:00 AM) shall receive a shift differential of seventy-five cents (\$.75) per hour for each full hour worked. All officers

- starting shifts at or after 3:00 PM on Friday and finishing at or before 7:00 AM on Monday shall receive a differential of one (\$1.00) per hour for each full hour worked.
- B. The above hourly shift differentials shall be paid in addition to regular salary for eligible University Police Officers when their entire workday is on a second or third shift. Eligible University Police Officers who are required to work on a second or third shift or any portion thereof on an overtime basis, replacing a University Police Officer who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this section.
 - C. For University Police Officers who are required to work a second or third shift as governed by paragraph B of this section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.
 - D. For the purpose of computing overtime pay of University Police Officers covered by this section, the procedure to be followed shall be:
 - Step 1: Compute salary due the University Police Officer as if all hours worked were at the straight time rate;
 - Step 2: Add the appropriate shift differential to the amount specified in Step 1;
 - Step 3: Divide this sum by the total number of hours worked in that week;
 - Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service. The total compensation due the University Police Officer is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after step 2, above, equals the total compensation due for the week.

Section 8: Beeper/On-Call Pay

Where the Chief of Police in his/her sole discretion directs a bargaining unit member to be on-call and carry a beeper, that officer shall receive a lump sum amount of money which will be paid after each six (6) months of such service. The amount of money shall be one thousand forty (\$1,040.00) dollars. That amount of money shall be compensation for up to four (4) weeks of carrying the beeper in any six month period. If an officer carries the beeper more than four weeks in any six month period they shall be compensated \$40.00 for each week of service in excess of those four weeks. Payment will be made as soon as practicable after the end of the six month period. Compensation for carrying a beeper shall not be used in the calculation of an officer's overtime rate nor other premium rates, but shall be reported for purposes of determining annual retirement income.

Section 9: New Computer Systems

The parties acknowledge that the Employer will be implementing a new administrative computing system which include Financial Reporting, Student Information Systems (SIS), and Human Resources Information and Payroll Systems. The Employer and the Union will establish a special Labor-Management Committee made up of an equal number of Union representatives and Employer representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit (such as conversion to a biweekly payroll system and/or mandatory direct deposit) which may arise from this implementation. Mitigating potential hardship to employees from such changes shall be a specific subject of such discussions.

Section 10.

Unit employees hired on or after July 1, 2001, shall not do police work for police departments other than the University's Department of Public Safety.

ARTICLE 8
LEAVE

Section 1: Sick Leave

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

The employee may exercise the option to receive, at the end of the fiscal year, a dollar amount equal to fifty percent (50%) of unused sick credits up to a maximum of six (6) days, based upon the table below. In order to exercise this option, an employee must cash in all sick days that are earned and accrued during the current fiscal year in excess of six (6) days.

The decision to cash in sick time must be made by the employee by May 1 of the fiscal year. Sick days cashed in shall be deducted from the employee's sick leave balance.

Sick Leave Used	Leave Cashed In	Cash-In Value
0 days	6 days	3 days
1 day	5 days	2.5 days
2 days	4 days	2 days
3 days	3 days	1.5 days
4 days	2 days	1 day
5 days	1 day	0.5 days
6 days	0 day	0 day

Section 2:

- A. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- B. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
 - 1. When an employee cannot perform his/her duties because s/he is incapacitated by personal illness or 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 seriously ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year;
 - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and
 - 4. To keep appointments with health care professionals. The employee will make every effort to provide at least five working days notice of such appointment.
- C. A full time employee shall not accrue sick leave credit for any month in which s/he was on leave without pay or absent without pay for a total of more than one (1) day.
- D. Whenever the Chief Executive Officer (CEO) or his/her designee has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of five days, the CEO or designee may require the employee to present a physician's statement indicating the medical reason for any absence on account of sickness. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the CEO or designee, may, at the discretion of the CEO or designee, result in the absence being treated as absence without pay.
- E. The Appointing Authority 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 Appointing Authority and/or by a physician of the employee's choosing. If the Appointing Authority requires the employee to be examined by its designated physician, the Appointing Authority shall assume the cost of such examinations. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.
- F. Sick leave must be charged against unused sick leave credits in units of one half hour (1/2) or full hours, but in no event may be sick leave credits used be less than the actual time off.

- G. Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided in this Article.
- H. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Appointing Authority where such absence was caused by:
 - 1. Illness of said employee;
 - 2. Dismissal through no fault or delinquency attributable solely to said employee; or
 - 3. Injury while in the employment of the Employer in the line of duty and for which said employee would be entitled to receive Workmen's Compensation benefits.
- I. A regular part-time employee shall not accrue sick leave credit for any month in which s/he 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.
- J. Notification of absences under this Article must be given to the designated representative of the Appointing Authority at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty. If such notification is not made such absence may, at the discretion of the appointing authority, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.
- K. 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).
- L. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any payment will not change the employee's pension benefit. The estate of a bargaining unit member who dies, but is otherwise eligible for retirement, shall be paid twenty percent (20%) of the value of his/her unused accrued sick leave at the time of his/her death.
- M. 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.
- N. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence or who receives such injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injuries would be entitled to benefits under chapter 152 of the General Laws, shall, if entitled under chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which s/he would be entitled under said chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 2: Paid Personal Leave

On the first payroll day of the new fiscal year, full-time employees will be credited annually with six paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his/her appointing authority. Any paid personal leave not taken by the last payroll day (always the last Saturday) of the payroll month of June will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

Full-time employees hired after July 1 of any year will be credited upon employment with paid personal leave days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Personal Leave Days Credited</u>
First payroll day of the payroll month of July to September 30	6 paid leave days
October 1 to December 31	4 paid leave days
January 1 to March 31	2 paid leave days
April 1 to the last payroll day of the payroll month of June	0 paid leave days

Section 3: Bereavement Leave

Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, parent, brother, sister, grandparent, or grandchild of an employee, or parent of spouse, or person living in the household an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days.

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

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 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 Appointing Authority the jury fees, if less than his/her regular rate of compensation for the period involved.
- C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth, in the employ of the federal government, or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service, except jury fees paid for service rendered during office hours, must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

Section 6: Military Leave

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under sections thirty-eight, forty, forty-one, forty-two, or sixty of chapter 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 of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee under section fifty-nine of chapter 33 General Laws as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of chapter 708 of the Acts of 1941 as amended, or of chapter 805 of the Acts of 1950 as amended, or chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 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, was, or shall be rejected for such service shall except as otherwise provided by chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7: Child Birth and Maternity Leave

- A. A full-time female employee who has completed her probationary period, or if there is no such probationary period and has been employed for at least three consecutive months, and who is absent from her employment for the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth or adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, shall be granted a maternity leave without pay if her request for such leave is made to the Appointing Authority at least two weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this Agreement.
- B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credits as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provision of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon the request of an employee, the Appointing Authority grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

Section 8 Family Medical Leave.

(The provisions of this section and the definition of terms used herein are intended to conform with the Family Medical Leave Act of 1993, P.L. 103-3.)

A. Eligibility

Any employee who has been employed at least 12 months and for at least 1250 hours during the year preceding the start of the leave.

B. Entitlement

- 1. The Appointing Authority shall grant an eligible employee up to 12 weeks of unpaid leave during each tax year for one or more of the following reasons:
 - a. To take medical leave when the employee is unable to work because of a serious health condition.

- b. For the birth or placement of a child for adoption or foster care.
- c. To care for a spouse, child, or parent with a serious health condition.
- 2. If both spouses are employed by the Employer, they are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent (but not a parent "in law") who has a serious health condition.
- 3. Leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement.
- 4. Intermittent leave (in blocks of time by reducing the employees normal work week or daily work schedule) may be granted by the Appointing Authority, if leave is for birth or placement for adoptive or foster care, shall be granted by the Appointing Authority if leave is taken because of the employee's serious health condition or to care for a seriously ill family member.

The Appointing Authority may temporarily transfer the employee to an available alternate position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. Said transfer is not subject to the grievance and arbitration procedure.

C. Notice and Certification

- 1. If the leave is foreseeable based upon an expected birth, adoption, foster care placement, or a planned medical treatment for a serious health condition the employee must provide at least thirty (30) days advance notice.
- 2. If the leave is not foreseeable, notice must be given as soon as practicable, usually within one or two business days of the time the need for the leave becomes known to the employee.
- 3. The Appointing Authority may notify the employee in writing to provide certification issued by a health care provider that the spouse, child, parent, or the employee is seriously ill.
- 4. The Appointing Authority may require the employee to report periodically on status and intent to return to work.

D. Maintenance of Health Benefits

An employee who requests and is granted Family Medical Leave shall have his/her group health insurance benefits continued for a period of twelve (12) weeks while the employee is absent on such leave. The employee, while on leave, shall pay the same monthly premium s/he would have paid had such leave not been taken.

E. Use of Accrued Paid Leave

- 1. An employee may use accrued vacation or personal leave for any qualified Family Medical Leave Purpose.
- 2. An employee may use accrued medical leave for the following purposes:
 - a. the employee's own serious illness
 - b. Up to ten days per calendar year of paid sick leave may be used to care for a seriously ill child, parent, or spouse. In cases of demonstrated medical emergency or life threatening/terminal illness the ten day maximum may be waived by the Appointing Authority.
 - c. If an employee requests that paid leave be used for Family Medical Leave and the Appointing Authority designates the requested leave as qualifying, the period of paid leave will be counted against the employee's twelve week entitlement.

F. Job Restoration

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

2. Notwithstanding any other provision of this Agreement to the contrary, the Family Medical Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which s/he was eligible at the time of the leave.

Section 9: Education Leave

Employees may be granted a paid leave of absence in accordance with the policies of the University 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 10: Unpaid Personal Leave

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

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

Section 11: Blood

Leave of absence with pay may be granted for the purpose of donating blood, not to exceed two (2) hours.

Section 12: FMLA

The parties agree that where the provision of the Family Medical Leave Act are more generous than the contract, FMLA will prevail.

ARTICLE 9
VACATIONS

Section 1:

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

<u>Length of continuous full-time “creditable service” as of the end of each applicable month</u>	<u>Vacation Credit Accrued</u>
Less than fifty-four (54) months.....	5/6 day per month (total of 10 days per year)
Fifty-four (54) months, but..... less than one hundred fourteen (114) months.	1-1/4 days per month (total of 15 days per year)
One hundred fourteen (114) months, but less than two hundred thirty- four (234) months.	1-2/3 days per month (total of 20 days per year)
Two hundred thirty-four (234)..... months, or more.	2-1/12 days per month (total of 25 days per year)

B. For determining vacation status under this Article, “creditable service” only shall be used.

All service beginning on the first working day of the first full month at the University, and all service hereafter 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” for the first working day at the University 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 s/he had at the termination of the predecessor Agreement.

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

The Appointing Authority shall grant vacation leave within twelve (12) months after it is credited unless, in the appointing authority's opinion, it is impossible or impracticable to do so because of work schedules or emergencies.

No employee shall carry more than thirty-five (35) days of vacation leave credit. An employee who has available unused vacation leave and who because of the provisions of this section of this Article would lose such vacation leave shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.

Section 8:

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

Section 9:

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

Section 10:

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had accrued prior to the employee's death, but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefore. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

- First: To the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System;
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11:

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination, but which had not been used up to a maximum of thirty-five (35) days, provided that no monetary or other allowance had already been made therefore.

Section 12:

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

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

Section 13:

An employee who is granted a leave of absence to enter service in the Armed Forces of the United States, under the provisions of chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the college/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, provided that no monetary or other allowance has already been made therefore.

Section 14:

An employee who is reinstated after military leave, as referred to in section 13, may be granted vacation allowance up to the equivalent of twelve months' accrual as of the date on which s/he 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 s/he returns from military service.

Section 15:

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

Section 16:

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

Section 17:

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

Section 18:

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

All vacation leave shall be requested and approved in advance.

Section 19: Fargo Officers Vacations and Holidays

In each year those officers assigned by bid to "Fargo" duty shall receive in addition to paid holidays and vacation one (1) day of paid Fargo Leave upon completion of each three (3) months of service to be taken and scheduled in the manner of vacation. In addition, a compensatory day off shall be awarded for each paid holiday listed on which an officer assigned to "Fargo" works and for any paid holidays that do not fall on a week day.

ARTICLE 10
HOLIDAYS

Section 1:

The following days shall be holidays for employees:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Evacuation Day *
- Patriot's Day
- Memorial Day
- Bunker Hill Day *
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

*Only in Suffolk County

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

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

granted sick leave for a holiday on which s/he is scheduled to work shall not receive holiday pay or compensatory day off for that holiday.

Section 8:

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

Section 9:

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be observed on that day. Such holidays shall be granted in accordance with the subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such Saturday or Sunday that work day shall be deemed the holiday in accordance with the preceding section 5. If such day off can not be granted for reasons satisfactory to the Appointing Authority, such employee shall be given a day off in lieu thereof or shall be paid compensation therefore in accordance with the provision of the preceding section 5.

ARTICLE 11
EMPLOYEE EXPENSES

Section 1:

When official University business takes an employee out of the employee's officially assigned workplace, the employee is said to be in travel status and shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines.

Section 2.

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three or more hours, exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods.

Breakfast	3:01 a.m. to 9:00 a.m.	\$2.00
Lunch	9:01 a.m. to 3:00 a.m.	\$3.00
Dinner	3:01 p.m. to 9:00 p.m.	\$5.00
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$2.00

ARTICLE 12
EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increase

The following general salary rate increases shall apply to full-time employees in the bargaining unit.

- A. Effective May 15, 2007, the salary of each employee employed on such date shall be increased in an amount equal to two percent (2%) thereof. In addition A signing bonus equivalent to the amount that unit members would have received had their base pay been increased by 2% from July 1, 2006 to May 12, 2007.
- B. Effective July 8, 2007, the salary of each employee employed on such date shall be increased in an amount equal to three (3.0%) thereof.

Section 2. Employees hired, reinstated, employed or reemployed on or after January 1, 1995.

The salary rate for an employee hired, reinstated, employed, or reemployed on or after January 1, 1995 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. Employees shall be placed at the grade indicated in Article 20 on a step-to-step basis.

Section 3. Step Rate Increases -and Promotions

- A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless s/he is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article.

In any event an employee is denied a step rate increase by his/her CEO, s/he 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.

- B. Effective January 1, 1995, whenever an employee receives a promotion as defined in Article 17; the employee's new salary rate shall be calculated as follows.
 - 1. determine the employee's salary rate at his/her current job group;
 - 2. add to this figure the "promotion factor" of the higher job group (the one to which s/he is being promoted);
 - 3. compare the resultant sum to the rates for the higher job group into which the employee is promoted;
 - 4. the employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such employees shall become the date of promotion.

Section 4. General Provisions

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

Section 5. Regular Part-Time Employees

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

Section 6. Salary Adjustments for Employees Entering From Other State Bargaining Units

- A. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of section 3 of this Article.
- C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher 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 equivalent new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 7.

The term of the new Agreement shall be July 1, 2007 through June 30, 2008. Economic changes shall take place effective with the start of the payroll period on the Sunday following the date on which the Agreement states a benefit or salary change takes place. Retroactive pay shall be given to all employees on the payroll on the date of tentative agreement and to those who retired or the estates of those who died between the date of tentative agreement and July 1, 2008. The date on which tentative agreement was reached is agreed to be March 26, 2001.

ARTICLE 12A
INCIDENT ENFORCEMENT PAY

Inasmuch Police employed by the University of Massachusetts at Amherst are authorized as special police by the Town of Amherst and are expected to respond to calls for assistance from the Town of Amherst Police Department and/or wear their uniforms and weapons to and from work and/or drive police vehicles from the University of Massachusetts Amherst Campus' property in Hadley, Pelham, Northampton, Shutesbury, Belchertown, and South Deerfield and/or expected to participate in law enforcement activities in the Town of Amherst during such time, each such employee/officer shall receive \$40.00 in addition to any other compensation paid to him/her under this Agreement, effective upon execution of this Agreement. Such pay shall be included in the base pay for the purposes of computing overtime, holiday pay, vacation pay, sick, and injured leave and shall be considered as regular compensation for retirement/pension purposes to the extent permitted by law. IBPO Local 432 A acknowledges these stipends were included in their base pay prior to the signing of this Agreement and no additional salary increases are due to meet this obligation. Effective July 8, 2007 this payment shall be increased by \$20.00.

ARTICLE 13
HEALTH AND WELFARE

Section 1: Group Health Insurance Contributions

- A. The Commonwealth shall be responsible for paying only the percentage of the monthly premium rate for the Group Health Insurance Plan that is established by the Commonwealth's Group Health Insurance Commission and/or enacted by the Legislature; each employee shall be required to pay the remaining percentage of the premium rate for the type of coverage that is provided for the employee and eligible dependent(s) under the plan.
- B. An employee in a non-pay status or on leave without pay for any reason shall be required to pay the percentage of the premium rate for the type of coverage that is provided for the employee and eligible dependent(s) under the plan as is determined by the Commonwealth's Group Insurance Commission.

Section 2: Health and Welfare Plan

A. Trust Agreement

The parties have established a 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 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.

B. Funding

1. Effective January 1, 2007 the employer shall contribute an amount of twelve (12) dollars a week to the Health and Welfare Trust Fund.
2. Effective January 1, 2008 the employer shall contribute an amount of thirteen (13) dollars a week to the Health and Welfare Trust Fund.

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

C. Non-Grievability

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

D. Employer's Liability

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

ARTICLE 14
PROFESSIONAL DEVELOPMENT

Section 1. Tuition Remission

A. Full-time Employees

1. Eligibility

- a. All full-time employees of a public college or university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e below).
- b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted, or stepchild who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. No employee's child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.
- c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.
- d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this section d and the above section c shall include, but not be limited to, any program of study begun at a community college and continued without interruption through the bachelors degree at a state college or university.
- e. If an eligible employee leaves the employment of public higher education under conditions other than those described in sections c and d above while a spouse or child is enrolled in a course/program, the spouse or child may complete the semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

2. Applicability

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

- a. For enrollment in any state supported course or program at the undergraduate or graduate level at any community college, state college or university excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply. Tuition remission shall apply to non-credit as well as credit-bearing courses.

3. 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.
- d. Tuition remission benefits are non-transferable.

4. Certification Process

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

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

5. Continuation of Existing Benefits

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

6. Interpretation of This Policy

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

B. Part-time Employees

1. Eligibility

- a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.
- b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Regents' System-Wide Tuition Remission Policy shall apply to children of eligible part-time employees.

2. Applicability

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

- a. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college, or university, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- b. For enrollment in any non-state course or program offered through continuing education, at any community college, state college, or university, twenty-five percent (25%) tuition remission shall apply.

- c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regents' System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

ARTICLE 15 SENIORITY

Section 1. Definitions

- A. **Campus Seniority** – The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as computed from last date of hire by the campus.
- B. **Classification Seniority** – The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, in a specific job classification covered by this Agreement, as computed from the last date of hire into that job classification on the campus.

Section 2. Computation of Seniority

For the purpose of computing seniority as defined above, when an employee is off the payroll for a period of thirty (30) consecutive working days or more, except when such absence from the payroll is for industrial accident leave, military leave, or maternity leave his/her seniority shall be computed from the day s/he returns to the payroll until such time as s/he remains continuously on the payroll for a period of twice the length of his/her absence at which time s/he 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 s/he had on the date of layoff.

Section 3. Seniority for Days Off and Shift Assignments

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

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 therefore by the appointing authority.

ARTICLE 16
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) calendar days.
- B. The notice of vacancy shall include the following:
 - 1. Job title
 - 2. Grade and/or salary range
 - 3. Application closing date
 - 4. A description of duties and qualifications or the location where such description can be obtained.
- C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed in such notice. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

Section 2: Criteria for Appointments and Promotions

- A. The following criteria shall be used by the employer in selecting a candidate to fill a vacant position except where the position is a targeted position in accordance with the University's Affirmative Action Plan:
 - 1. Ability to perform the requirements of the position.
 - 2. Education and training related to the vacant position.
 - 3. Experience in related work.
 - 4. Work history and performance.
- B. Where qualification of applicants for posted bargaining unit vacancies are substantially equal, classification seniority shall be the deciding factor.
- C. Permanent vacancies for promotion shall be filled from within the bargaining unit unless there is sufficient reason for exception.
- D. The prior practices for filling of vacancies through appointment or promotion of Police Officers and Supervisory Police at the University of Massachusetts (Amherst) shall remain in force and effect for the duration of this agreement. Within thirty (30) days of the ratification of this agreement a special Labor/Management committee, composed of two members selected by the Director of Public Safety or his/her designee and two members selected by the Union, shall meet to examine prior practices used in the filling of vacancies and develop guidelines for improving the selection process. Notwithstanding the forgoing until a successor agreement is reached the Chief of Police may advertise and fill vacancies in the position of University Police Officer, provided the persons hired possess a certification of training as a full-time law enforcement officer from the Massachusetts Municipal Police Training Committee or an equivalent local, state, or federal Police/Peace Officer Standards Commission Academy training. Employees hired into the department who have completed a certified and recognized police academy reasonably equivalent to the Municipal Police Academies operated within the Commonwealth of Massachusetts shall be placed on a step that recognizes years of service in another police department following successful graduation from a police academy described above. Such service shall be treated in a manner similar to the determination of service under this agreement. The determination of the of the years of service following graduation from a police academy which will be credited for step purposes for all employees hired after the effective date of this agreement shall be made solely by the University and shall not be subject to the grievance and arbitration provisions of this agreement.

Section 3: Trial Period for Promoted Employees

- A. An employee who has been promoted to a new position shall be on trial status for a period not to exceed ninety (90) calendar days. When any position requires that an employee successfully complete a formal training program, the trial period will commence upon successful completion of such program.
- B. If the employee's work performance in the new position is not satisfactory to the Appointing Authority during this trial period, said employee shall revert back to his or her former position.
- C. If the promoted employee is not satisfied with the new position, s/he may elect to return to the former position within ninety (90) 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.

ARTICLE 17
OUT OF TITLE WORK

Section 1. Work in a Lower Classification

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

Section 2. Work in a Higher Classification

- A. Any employee who is assigned by the Appointing Authority to a vacant position in a higher grade for more than thirty (30) days in any one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. Whenever any employee is assigned to any vacant higher rated position s/he 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 C. The supervisor shall thereupon complete the applicable portion of the form then 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.
- 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.

Section 3. Officer in Charge

A Police Officer assigned by management to serve as an officer in charge for two or more hours shall receive pay at the lowest of the next higher rank's pay rate that gives that officer a higher rate of pay. Such officer in charge differential shall be paid only for two or more hours of such service.

ARTICLE 18
CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

- A. The Appointing Authority shall provide the Union with a copy of the class specifications of each title covered by this contract for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the Appointing Authority to have access to examine his/her class specification.

Section 2. Individual Appeal of Classification

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the provisions of section 49 of chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

ARTICLE 19
CLASS REALLOCATIONS

Section 1.

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

Section 2.

The parties agree that the procedure provided in section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

Section 3.

The University agrees to conduct a study of the classification structure for members of the bargaining unit. The costs of conducting such a study and of implementing the resulting recommendations, in whole or in part shall be paid from a classification pool to be established by the University, subject to the appropriation of necessary funds.

ARTICLE 20
LAYOFF AND RECALL

Section 1. Layoff

- A. Subject to the provisions of Article 6, in the event of a reduction of personnel, those employees having least seniority within classification would be first considered for release.
- B. As soon as feasible after the Appointing Authority becomes aware of impending reduction in the workforce and prior to notifying any employees who may be affected, the Appointing Authority shall notify the Union of such impending reduction. Thereafter, the Appointing Authority shall meet with the Union to discuss the impact of the layoff on the affected employee(s), including the availability of similar vacant positions within the same Appointing Authority and including the availability of any training program which may be applicable to the employee(s).
- C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower-graded classification on campus, the duties of which the employee has the ability to immediately perform, unit seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit.
- D. In the event an employee is scheduled to be laid off and there exists a vacant position on campus which has been certified for filling in an equal or lower-graded classification in the bargaining unit, upon timely application by the employee, unit seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work.

Section 2. Recall

- A. The Appointing Authority shall maintain a recall roster from which laid-off employees will be recalled to available positions within their classification in accordance with unit seniority and subject to their ability to perform the work.
- B. A laid-off employee will remain on the recall roster for two years, provided that an employee who is offered recall to a position in the same job grade as the position from which s/he was laid off and who fails to accept such offer within five days from the date on which s/he received or should have received such notice, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time.
- C. An employee who is recalled shall have that seniority which s/he had at the time of layoff.
- D. An employee who is recalled shall retain that step which s/he had at the time of layoff.

ARTICLE 21
PROBATIONARY EMPLOYEES

Section 1:

New employees hired into the bargaining unit shall be considered probationary employees for the first year (twelve months) of their employment; provided, however, whenever any such employee shall, without a 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 one (1) year 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.

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

The purpose of the probationary period is to provide for the evaluation of an employee over a period of twelve (12) months. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for that absence. The employee will be notified of this extension and the reasons for it.

Section 8:

At the completion of the first three (3) months of such probationary period and again within one (1) month prior to the completion of his/her probationary service, each probationary employee shall be evaluated by his/her immediate supervisor. Such evaluation shall be recorded in writing by the immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluations and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the CEO of the campus or designee.

ARTICLE 22
PERSONNEL FILES

Section 1.

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

Section 2.

The personnel file shall be one of the sources on which the administration bases decisions affecting the employment status of the employee and other decisions relating thereto. The personnel file shall 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 three (3) years upon written request of the employee. This language shall not apply in cases where records must be maintained pursuant to applicable law.

Section 3.

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

ARTICLE 23
EMPLOYEE EVALUATION

Section 1.

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

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improves the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication;
- D. Base personnel actions on objective, accurate, and fair performance appraisals; and
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training, and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process. Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and 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 by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, as Appendix B and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others; and
- E. Supervisory ability (if employee supervises others).

Section 3.

- A. To the extent possible, an employee that may be nearing a "Fails to Meet Expectations" rating shall be counseled by his/her supervisor at least three months in advance of the final stage of the evaluation as to the specific areas that must be improved and what s/he must do to attain a "Meets Expectations" rating.
- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.
- C. Upon receipt of a "Fails to Meet Expectations" evaluation the employee shall receive a remedial plan on how to reach a "Meets Expectations" rating.

Section 4. Evaluation Appeal Process.

- A. If a "Fails to Meet Expectations" rating is received, the employee has the following choices.
 - 1. A one-time appeal to a Tripartite Evaluation Appeal Panel. (Either before of after the re-evaluation process) or
 - 2. A 90 day re-evaluation period.

- B. An appeal of the original evaluation shall be initiated at the President's level within twenty-one (21) days. Appeals shall be heard by a tripartite panel consisting of one person designated by the Employer, one person designated by the Union and one mutually agreed upon neutral third party.
 - 1. The standard of review to be applied by the panel shall be solely limited to whether or not the final performance rating of "Fails to Meet Expectations" was justified.
 - 2. The decision of the tripartite panel shall be final and binding.
 - 3. Any employee having a "Fails to Meet Expectations" rating overturned shall be made whole in as prompt a manner as possible.
 - 4. Any decision in favor of the employee will be effective from the month of the appeal forward.
- C. The re-evaluation period shall be ninety (90) days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) day period to determine if a "Meets Expectations" rating has been achieved.
 - 1. If an employee receives a "Meets Expectations" evaluation during the reevaluation period, s/he shall be eligible for the denied step and/or denied salary increase effective from the date of receiving the "Meets Expectations" review.
 - 2. At the end of the reevaluation period, an employee who continues to receive a "Fails to Meet Expectations" rating shall be able to make a one-time appeal of the re-evaluation rating to the tripartite panel. This appeal must be filed at the President's level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Fails to Meet Expectations" review.
- D. An employee's rating during the re-evaluation process shall not retard his/her anniversary date for Step purposes.

Implementation of section 3, A and C, and section 4, A, B, C and D shall be subject to guidelines developed by a Campus Labor/Management Committee.

Section 5.

The Manager of Total Compensation shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee. Upon receipt of an employee's evaluation, the Manager of Total Compensation or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations," or "Fails to Meet Expectations" shall apply.

Section 6

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

Section 7

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article, to step four (4) of the grievance procedure.

ARTICLE 24
POLICE CADETS

1. Recognition. Pursuant to MLRC certification dated June 29, 2003, Case No. CAS-03-3563, the Employer agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to rates of pay, wages, hours of employment and other conditions of employment for bargaining unit members employed by the University at its Amherst Campus, as sworn Police Cadets excluding student security and persons designated as police cadets or otherwise who are not sworn police officers.
2. Application of Contract to Cadets
The Collective Bargaining Agreement between the International Brotherhood of Police Officers, Local 432 A shall apply to members of the bargaining unit. However, when the provisions of this article, their employment term, and employment status conflict with the terms of Collective Bargaining Agreement those provisions, term of employment and status shall prevail. Specifically police cadets are not eligible for vacation, personal days, sick days, or other accrued leave. They are not eligible for participation in the applicable Health and Welfare trust nor are the eligible for health insurance provided by the Group Insurance Commission.
3. Term of appointment
All sworn police cadets shall have a term of appointment that shall be no longer than one (1) academic year, which shall be defined as consecutive fall and spring semesters. However, police cadets may be hired at different points in the academic year, so long as their appointment ends at the conclusion of the spring semester. The non-reappointment of a sworn police cadet shall not be subject to the grievance and arbitration procedure, Articles 27 and 28, of this Agreement.
4. Condition of employment
The following shall be among the conditions of employment applicable to cadets at all times throughout their appointment. Failure to conform to these conditions of employment shall render them terminated without recourse to the standards and procedures included in Articles 27 and 28 of this agreement.
 - a. All police cadets shall be students in good standing at a higher education institution following a course of study which is reasonably related to a career in law enforcement.
 - b. All police cadets shall maintain a grade point average in the course of study satisfactory to the chief of police.
 - c. It is agreed the cadets shall be compensated as follows:
 - 1) For all hours of work less than 40 hours in a week and 8 hours in a day they shall receive:

	School Year 2006-2007	School Year 2007-2008
Police Cadets	\$13.00 per hour	\$13.00 per hour
Police Cadets (as Admin. Assists.)	\$13.50 per hour	\$13.50 per hour
 - 2) All work over eight hours in one day or forty hours in one week shall be compensated at time and one half the straight time rates provided in section A of this provision above.
 - 3) Only cadets on the payroll in the week in which wage increases are actually paid shall be eligible for retroactive increases under this agreement.
5. Provision of Information
The Union recognizes that Cadets who are University of Massachusetts students are covered by The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and that information concerning student employees including directory information in certain instances cannot be made publicly available and the

Union therefore forgoes and waives any right to provision of information which is in conflict with the above referenced law.

6. Assignments of cadets, their hours of work, and frequency of work shall be determined by the Chief of Police and his/her designee in accord with the security needs of the University. The parties understand that cadets will primarily be used to reinforce permanent police officers at which campus activities warrant a greater security presence.
7. If during the term of appointment of a Police Cadet fiscal or other circumstances occur which makes a decision to reduce the cadet work force an option which administrators determine to follow, cadets may be released from employment on ten (10) days notice. Cadets shall be released in order of the date of hire and if those are the same by an order determined by the Chief of Police at his/her sole discretion.
8. A cadet suspended or discharged during their term of appointment may have access to Article 27 and 28 to challenge this action, but an arbitrator may award no more than pay of the balance of the term of appointment if the actions of the employer are found to violate the contract.

ARTICLE 25
SAFETY PROCEDURES

The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The Appointing Authority may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence in accordance with the procedures in effect at the University.

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

With respect to each Unit covered by this Agreement, there shall be established a committee at the campus level to be known as the Labor/Management Committee. Such committee shall be composed of six (6) members: three (3) representing the campus administration and three (3) representing the Union. Such representatives shall respectively be appointed by the CEO of the campus and the Union.

The purpose of said Committee shall be to discuss matters of mutual concern to the campus and Union, including safety, equipment, paid details, and employer/employee relations.

There shall be two (2) meetings per year, unless mutually agreed otherwise. It is understood that said committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

ARTICLE 27
SICK LEAVE BANK

Upon the date of execution of this Agreement, a sick leave bank may be established for each unit covered by this Agreement where such bank does not currently exist.

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

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

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

The sick leave bank shall be administered by a joint Labor/Management committee with majority representation of Union members. The committee shall establish applicable rules and regulations not in conflict with this Article.

This Labor/Management committee will determine at what level the sick leave bank will be replenished. However, members can donate one or more full days each time it is required that the bank be replenished.

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

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

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

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

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

ARTICLE 28
DISCIPLINARY ACTION

Section 1

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

Section 2

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

Section 3

Just cause may include, but shall not be limited to, the following:

- A. Neglect or non-performance of duties;
- B. Demonstrated incompetence in the performance of duties;
- C. Willful dishonesty in the performance of duties;
- D. Insubordination;
- E. Violent behavior;
- F. Chronic absenteeism or tardiness;
- G. Unauthorized possession or use of alcohol or an un-prescribed controlled substance during any period of assigned work;
- H. Willful release of information classified as confidential;
- I. Unauthorized possession of weapons; or
- J. 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 actions 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 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 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 PROCEDURES

Section 1. Introduction

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

Section 2. Definitions

- 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 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 for the remedy requested.
- B. **Grievant** – shall mean an employee or group of employees, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
- C. **Day** – Except as otherwise provided in this Article, “day” shall mean a calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

Section 3. Procedures for Filing a Grievance

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

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

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

If the Union and/or the grievant elects to proceed to this step, then within seven (7) days after the expiration of the final time period provided for in step 1, s/he or the Union shall file a written grievance with the department head. The department head, and/or the personnel officer or designee if appropriate in the judgment of the appointing authority, shall meet with the Union and/or the grievant to resolve the dispute and shall respond in writing within fifteen (15) days from the receipt of the grievance.

C. **Step 3. Chief Executive Office of the Campus 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, the Union and/or the grievant shall send a notice of this intent to the Chief Executive Officer of the Campus, or designee (hereinafter in this Article “CEO”). The CEO shall meet with the Union and/or grievant for review of the grievance and shall render a written opinion, after consultation with the personnel officer, within twenty (20) days of receipt of the notice required to initiate this step.

D. Step 4. President of the University of Massachusetts

If the Union and/or the grievant elects to proceed to this step, then within seven (7) days of receipt of the step 3 decision, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or designee (hereinafter in this Article "President") and a copy of such notice with the CEO. The CEO 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.

E. Step 5. Arbitration

Within thirty (30) days of receipt of the step 4 decision, 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 is otherwise provided in this Article;
3. The Union shall initiate arbitration by giving written notice to the President and the CEO within thirty (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.

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 Employer. 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 or 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 Union, provided that the Union shall be afforded the opportunity to be present at any conference held and that any adjustment shall not be inconsistent with the terms of this Agreement.

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

Section 6. Waiver and Admissions

- 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 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 grievant to comply with any of the time limits prescribed herein shall be deemed to be

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

- B. **Admission** - The resolution of a grievance by the immediate supervisor, the department head, the CEO, the President, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this agreement, or is cognizable or 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, section 8, and chapter 150C, sections 10, 11, and 12 of the General Laws.

Section 7. Collateral Consequences of a Grievance

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official 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(s) who participate in any way in the grievance procedure be subjected to any action by the Employer 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 Employer 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 Employer 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 Employer from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operations; the speed of such equipment and the manning requirements of such equipment of 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 of work, staffing pattern, and work area; to determine the method and place of performing work including the right to determine that the Employer's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work shifts and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity of work to be done; to determine whether any part of the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign transfer, or 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 Employer right set out in this Article shall be subject to the grievance and arbitration provisions herein.

ARTICLE 31
SCOPE OF AGREEMENT

Section 1.

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

Section 2.

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union. Any prior agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 1.

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

Section 2.

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

Section 3.

The Employer agrees not to engage in the lock-out of unit employees.

ARTICLE 33
SAVINGS CLAUSE

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

ARTICLE 34
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 35
CONTRACTING OUT

Within a reasonable time prior to the 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 Employer's 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 placement possibilities, every effort will be made to seek matches of work skills and qualifications with available, comparable positions.

ARTICLE 36
PARKING AND TRANSPORTATION

Section 1.

Proper parking facilities shall be available to the employees covered by this agreement within close proximity of their regular work location in accordance with the provisions of the University Transportation and Parking Programs.

Section 2.

The Employer shall maintain adequate lighting in all parking areas.

Section 3.

The Employer agrees to discuss with the Union any proposed changes in the Parking and Transportation Program and will inform the Union and all employees prior to implementing any such change.

ARTICLE 37
UNIFORMS

Where uniforms are required, present practice regarding issuance, cleaning, maintenance, and replacement will continue.

Each officer will be allowed a sum of money annually to purchase uniforms, supplies and equipment through the department's procurement system. Effective July 1, 2000, seven hundred fifty dollars (\$750.00) shall be provided.

The employer will permit \$300.00 (three hundred dollars) of the uniform allowance referenced hereinabove may in every other year to be used to purchase clothing suitable for wearing in court appearances. In the January preceding the July in which such option is offered, any employee wishing to use this option shall notify, in writing, the Chief of Police or his/her designee of his/her election to use his/her uniform allowance in part for this purpose. It is understood that this constitutes dual use clothing and that it is taxable and that the amounts used in this manner will be reported by the employer as taxable income without withholding. The first year in which officers may elect this option will be fiscal year 2003.

ARTICLE 38
WELLNESS

The parties to this Agreement recognize the value and importance of physical fitness and wellness, not just to the provision of effective police work, but also to avoid illness and injury and promote regular attendance. To this end each officer shall receive a weekly stipend of \$15.00. Such pay shall be included in the base pay for the purposes of computing overtime, holiday pay, vacation pay, sick, and injured leave and shall be considered as regular compensation for retirement/pension purposes to the extent permitted by law. A joint Labor-Management committee consisting of three (3) members nominated by the Chief of Police and three (3) members nominated by the President of Local 432A shall be formed to identify training and activities which promote wellness and physical fitness. The committee shall identify the mandatory wellness programs and voluntary wellness programs to offer to bargaining unit members and shall reach such determination not more than six (6) months after the date this Agreement goes into effect. This stipend shall compensate officers for attendance at any programs developed and identified by this committee as being mandatory wellness programs. In addition, any officer determined to be pursuing a personal course of physical fitness shall be so certified by the Chief of Police or his designee and shall receive this stipend until such certification is cancelled, in writing, by the Chief of Police. Until the joint committee has met and identified wellness programs and initiatives, all officers shall receive the above referenced stipend, but no longer than six (6) months after the contract goes into effect.

ARTICLE 39
DURATION

This Agreement shall be for the one (1) year period from July 1, 2007 to June 30, 2008 and terms contained herein shall become effective on July 1, 2007, unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2008.

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

AGREEMENT SIGNED THIS _____ DAY OF OCTOBER, 2007

FOR THE INTERNATIONAL
BROTHERHOOD OF POLICE OFFICERS
LOCAL 432 "A" IBPO

FOR BOARD OF TRUSTEES
OF THE UNIVERSITY
OF MASSACHUSETTS

Christopher LaFlamme, President
LOCAL 432 "A" IBPO

Jack Wilson, President

Dated: _____

Roy Milbury, Director of Human
Resources, the President's Office

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

EVALUATION STATUS
 _ 3 Month Probationary
 _ 5 Month Probationary
 _ Annual _____
 (Year)
 _ Other _____

NAME _____ GRADE _____
 STATE TITLE _____
 WORKING TITLE _____
 DEPARTMENT _____
 ANNIVERSARY DATE IN CAMPUS SERVICE _____
 ANNIVERSARY DATE IN WORKING TITLE _____

Merit
 Points

RATING:

DEFINITION FOR RATING TO BE APPLIED:

4 *SUPERIOR
in a substantial manner

Accomplished all goals or performed tasks and excels

- 3 ABOVE STANDARD Performs all tasks above departmental standards
- 2 GOOD (Standard) Average performance; meets departmental needs
- 1 *FAIR Below average performance but improving and potentially acceptable
- 0 *UNSATISFACTORY Many goals unrealized or many tasks not performed

NOT APPLICABLE

Not applicable to the job.

* Specific examples must be cited in the space provided for comments

S	A	G	F	U	N
U	B	O	A	N	O
P	O	O	I	S	T
E	V	D	R	A	A
R	E			T	P
I	S			I	P
O	T			S	L
R	A			F	I
	N			A	C
	D			C	A
	A			T	B
	R			O	L
	D			R	E

QUALITY AND QUANTITY OF WORK						
A. Demonstrates Knowledge of the job						
B. Amount of work accomplished						
C. Performs work with accuracy						
D. Work is neat and presentable						
E. Work is thorough						
F. Organizes work appropriately						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and institution policies						
F. Complies with instructions, rules and regulations including health and safety precautions						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
WORK ATTITUDES						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
RELATIONSHIPS WITH OTHERS:						
A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communications						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

SUPERVISORY ABILITY (where applicable)						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:
 _ Retention (Probationary)
 _ Dismissal (Probationary)
 _ No action required
 _ Other _____

_____ Signature and Title _____ Date

COMMENTS OF EMPLOYEE:

DATE OF DISCUSSION WITH SUPERVISOR _____ SIGNATURE OF EMPLOYEE BEING EVALUATED _____
 (Does not imply agreement or disagreement with evaluation)

MEMORANDUM OF UNDERSTANDING

The University of Massachusetts at Amherst agrees to keep in effect, in accordance with past practice, the existing workweek schedule consisting of four work days followed by two consecutive days off and all the arrangements attendant thereto.

Signed this _____ day of _____ 1995.

For the Union

For the Board of Trustees of
the University of Massachusetts

For the University

SIDE LETTERS

Side Letter 1- Parking

The Union acknowledges that in this round of collective bargaining the University has made specific proposals concerning increasing parking rates for the Amherst Campus. The University agrees to defer bargaining over increasing parking rates until after execution of this Agreement. The IBPO Locals 432 A&B agree either to be bound by any agreement reached between the coalition of Unions now bargaining with the University or as soon as possible to open bargaining with the University on this matter. The IBPO, Local 432 A&B agrees that if by May 1, 1999 there is no agreement on parking rates the offer the University currently has on the bargaining shall be implemented. IBPO, Local 432 A&B agree in advance to permit such implementation and not to file any grievances, unfair labor practice charges, lawsuits or other legal or administrative actions protesting such implementation. This side letter is an express waiver of the right to grieve or file unfair labor practices or any other actions protesting such implementation.

Letter-2 Outside Detail

This Agreement is between THE UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter University) and the INTERNATIONAL BROTHERHOOD OF POLICE, LOCAL 432A (hereinafter IBPO) and contains the following terms and conditions:

Notwithstanding any provision of the Collective Bargaining Agreement to the contrary the parties agree that the outside/private paid detail rate for members of IBPO Locals 432 A&B who are working for outside parties except the contractor operating the Mullins Center on behalf of the University shall be paid as follows:

Patrolmen thirty five dollars (\$35.00) per hour;
Sergeants forty dollars (\$40.00) per hour; and
Lieutenants forty two dollars (\$42.00) per hour.¹

The University of Massachusetts may charge up to a 10% administrative fee to the outside entity in addition to the specified hourly rate listed in this side letter. If an officer works beyond eight (8) hours on a detail the officer will be compensated at of time and one half of the hourly rate listed in this paragraph for all work beyond the end of the eight hour of such detail. This detail rate is agreed by the parties to be in effect and shall be changed only through future negotiations. These rates shall be effective June 17, 2001.

The parties agree that the outside/private paid detail rate for members of IBPO Locals 432 A&B who are working for the contractor operating the Mullins Center on behalf of the University shall be paid as follows:

	<u>6/17/01</u>	<u>6/23/02</u>	<u>6/22/03</u>
Patrolmen	\$32.00	\$33.00	\$34.00
Sergeants	\$38.00	\$39.00	\$40.00
Lieutenants	\$40.00	\$41.00	\$42.00

The University of Massachusetts may charge up to a 10% administrative fee to the outside entity in addition to the specified hourly rate listed in this side letter. If an officer works beyond eight (8) hours on a detail the officer will be compensated at of time and one half of the hourly rate listed in this paragraph for all work beyond the end of the eight hour of such detail. This detail rate is agreed by the parties to be in effect and shall be changed only through future negotiations. These rates shall be effective June 17, 2001.

¹ If the rate shown in this side letter is less than the applicable overtime rate for a given rank the overtime rate shall prevail.

In witness of these agreements the duly authorized representatives of the parties affix their signature herinbelow.

THE UNIVERSITY OF MASSACHUSETTS IBPO, Local 432, Units A&B

Nicholas N. Marshall, Labor Relations Administrator
Unit A

Gerald Perkins, President of

Dated: _____

Dated: _____

Thomas O'Donnell, President Unit B

Dated: _____

Memorandum of Understanding

The University of Massachusetts agrees that an employee who, while in the performance of his/her duty, receives bodily injuries resulting from activities that are consistent with and helpful to the accomplishment of police functions and who as a result of those injuries would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58, of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absences may be for less than six (6) calendar days. Determination of the employee's eligibility shall be at the sole discretion of the Director of Public Safety. The standard of whether an injury occurs in the line of duty is greater than that required for Worker's Compensation eligibility. Not only must the injury have occurred in the performance of a police officer's duty, but the particular duty must be established as related to the law enforcement function.

If the Director of Public Safety rules than an employee is ineligible, he/she may appeal the decision within three business days (Monday through Friday, exclusive of weekends and holidays), to an Appeals Board made up of one person from the employee's IBPO unit, the Director of Human Resources or designee and the Administrative Officer for Student Affairs or designee. The Appeals Board shall render a decision within ten (10) business days. The decision of the Appeals Board shall be final.

Signed this day _____ of _____, 1999

For the Union

For the University of Massachusetts

Memorandum of Understanding

The University of Massachusetts at Amherst agrees to keep in effect, in accordance with past practice, the existing workweek schedule consisting of four work days followed by two consecutive days off and all the arrangements attendant thereto.

The University further agrees to conduct semi-annual bidding for shift preferences to become effective on or about the first week of January and the first week of July of each year of the agreement. If a shift slot is eliminated between bids, the affected employee shall be able to displace a less senior employee from the shift of his choice who in turn may displace a less senior employee until the least senior employee is reached.

For the University of Massachusetts

Date: _____

For IBPO-Local 532-Unit A

For IBPO-Local 432-Unit B

Schedule of Salary Rates - IBPO (Includes all Incidentals)

As of May 13, 2007 - 2%

Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Promotion Factor
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12	\$ 1,257.13	\$ 1,330.67	\$ 1,404.15	\$ 1,477.68	\$ 1,551.19	\$ 1,579.99	\$ 1,609.38	\$ 36.60
13	\$ 1,323.45	\$ 1,400.76	\$ 1,478.00	\$ 1,555.30	\$ 1,632.59	\$ 1,663.02	\$ 1,694.08	\$ 38.58
14	\$ 1,375.35	\$ 1,465.98	\$ 1,556.59	\$ 1,647.20	\$ 1,737.82	\$ 1,770.36	\$ 1,803.56	\$ 45.25
15	\$ 1,438.09	\$ 1,537.47	\$ 1,636.79	\$ 1,736.15	\$ 1,835.49	\$ 1,869.99	\$ 1,905.19	\$ 49.51
16	\$ 1,510.80	\$ 1,619.23	\$ 1,727.67	\$ 1,836.11	\$ 1,944.56	\$ 1,981.25	\$ 2,018.66	\$ 55.47
17	\$ 1,595.35	\$ 1,707.99	\$ 1,820.63	\$ 1,933.24	\$ 2,045.87	\$ 2,084.58	\$ 2,124.05	\$ 57.95
18	\$ 1,666.47	\$ 1,786.75	\$ 1,907.04	\$ 2,027.33	\$ 2,147.60	\$ 2,188.34	\$ 2,229.91	\$ 62.74
19	\$ 1,747.12	\$ 1,875.05	\$ 2,002.94	\$ 2,130.90	\$ 2,258.84	\$ 2,301.79	\$ 2,345.63	\$ 67.45
20	\$ 1,834.91	\$ 1,966.66	\$ 2,098.40	\$ 2,230.14	\$ 2,361.88	\$ 2,406.91	\$ 2,452.85	\$ 72.23
21	\$ 1,915.10	\$ 2,055.58	\$ 2,196.06	\$ 2,336.53	\$ 2,477.02	\$ 2,524.38	\$ 2,572.67	\$ 75.15
22	\$ 2,004.98	\$ 2,153.48	\$ 2,301.99	\$ 2,450.52	\$ 2,599.08	\$ 2,648.87	\$ 2,699.64	\$ 80.17
23	\$ 2,101.76	\$ 2,254.30	\$ 2,406.76	\$ 2,559.25	\$ 2,711.74	\$ 2,763.77	\$ 2,816.85	\$ 82.48
24	\$ 2,191.88	\$ 2,351.73	\$ 2,511.61	\$ 2,671.48	\$ 2,831.27	\$ 2,885.70	\$ 2,941.20	\$ 86.94
25	\$ 2,282.01	\$ 2,449.97	\$ 2,617.85	\$ 2,785.78	\$ 2,953.63	\$ 3,010.49	\$ 3,068.49	\$ 91.90
26	\$ 2,362.21	\$ 2,537.26	\$ 2,712.33	\$ 2,887.38	\$ 3,062.46	\$ 3,121.51	\$ 3,181.73	\$ 96.34
27	\$ 2,459.23	\$ 2,639.55	\$ 2,819.86	\$ 3,000.14	\$ 3,180.47	\$ 3,241.90	\$ 3,304.53	\$ 99.42
28	\$ 2,549.48	\$ 2,737.49	\$ 2,925.44	\$ 3,113.43	\$ 3,301.41	\$ 3,365.22	\$ 3,430.31	\$ 104.20
29	\$ 2,648.37	\$ 2,844.32	\$ 3,040.26	\$ 3,236.22	\$ 3,432.12	\$ 3,498.58	\$ 3,566.35	\$ 109.07
30	\$ 2,757.12	\$ 2,960.77	\$ 3,164.40	\$ 3,368.02	\$ 3,571.65	\$ 3,640.88	\$ 3,711.48	\$ 113.79

Schedule of Salary Rates - IBPO (Includes all Incidentals)

As of July 8, 2007 - 3%

Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Promotion Factor
1								
2								
3								
4								
5								
6								
7								
8								
9								
11								
12	\$ 1,334.84	\$ 1,410.59	\$ 1,486.27	\$ 1,562.01	\$ 1,637.73	\$ 1,667.39	\$ 1,697.66	\$ 37.70
13	\$ 1,403.15	\$ 1,482.78	\$ 1,562.34	\$ 1,641.96	\$ 1,721.57	\$ 1,752.91	\$ 1,784.90	\$ 39.74
14	\$ 1,456.61	\$ 1,549.96	\$ 1,643.29	\$ 1,736.62	\$ 1,829.95	\$ 1,863.47	\$ 1,897.67	\$ 46.61
15	\$ 1,521.23	\$ 1,623.59	\$ 1,725.89	\$ 1,828.23	\$ 1,930.55	\$ 1,966.09	\$ 2,002.35	\$ 51.00
16	\$ 1,596.12	\$ 1,707.81	\$ 1,819.50	\$ 1,931.19	\$ 2,042.90	\$ 2,080.69	\$ 2,119.22	\$ 57.13
17	\$ 1,683.21	\$ 1,799.23	\$ 1,915.25	\$ 2,031.24	\$ 2,147.25	\$ 2,187.12	\$ 2,227.77	\$ 59.69
18	\$ 1,756.46	\$ 1,880.35	\$ 2,004.25	\$ 2,128.15	\$ 2,252.03	\$ 2,293.99	\$ 2,336.81	\$ 64.62
19	\$ 1,839.53	\$ 1,971.30	\$ 2,103.03	\$ 2,234.83	\$ 2,366.61	\$ 2,410.84	\$ 2,456.00	\$ 69.47
20	\$ 1,929.96	\$ 2,065.66	\$ 2,201.35	\$ 2,337.04	\$ 2,472.74	\$ 2,519.12	\$ 2,566.44	\$ 74.40
21	\$ 2,012.55	\$ 2,157.25	\$ 2,301.94	\$ 2,446.63	\$ 2,591.33	\$ 2,640.11	\$ 2,689.85	\$ 77.40
22	\$ 2,105.13	\$ 2,258.08	\$ 2,411.05	\$ 2,564.04	\$ 2,717.05	\$ 2,768.34	\$ 2,820.63	\$ 82.58
23	\$ 2,204.81	\$ 2,361.93	\$ 2,518.96	\$ 2,676.03	\$ 2,833.09	\$ 2,886.68	\$ 2,941.36	\$ 84.95
24	\$ 2,297.64	\$ 2,462.28	\$ 2,626.96	\$ 2,791.62	\$ 2,956.21	\$ 3,012.27	\$ 3,069.44	\$ 89.55
25	\$ 2,390.47	\$ 2,563.47	\$ 2,736.39	\$ 2,909.35	\$ 3,082.24	\$ 3,140.80	\$ 3,200.54	\$ 94.66
26	\$ 2,473.08	\$ 2,653.38	\$ 2,833.70	\$ 3,014.00	\$ 3,194.33	\$ 3,255.16	\$ 3,317.18	\$ 99.23
27	\$ 2,573.01	\$ 2,758.74	\$ 2,944.46	\$ 3,130.14	\$ 3,315.88	\$ 3,379.16	\$ 3,443.67	\$ 102.40
28	\$ 2,665.96	\$ 2,859.61	\$ 3,053.20	\$ 3,246.83	\$ 3,440.45	\$ 3,506.18	\$ 3,573.22	\$ 107.33
29	\$ 2,767.82	\$ 2,969.65	\$ 3,171.47	\$ 3,373.31	\$ 3,575.08	\$ 3,643.54	\$ 3,713.34	\$ 112.34
30	\$ 2,879.83	\$ 3,089.59	\$ 3,299.33	\$ 3,509.06	\$ 3,718.80	\$ 3,790.11	\$ 3,862.82	\$ 117.20