

*Agreement Between:*

**THE UNIVERSITY OF MASSACHUSETTS, AMHERST**

**AND**

**PROFESSIONAL STAFF UNION/MASSACHUSETTS  
TEACHERS ASSOCIATION/NEA  
UNIT B (NON-EXEMPT SUPERVISORY UNIT)**

**JULY 1, 2007 TO JUNE 30, 2008**

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## PREAMBLE

This Agreement entered into by the University of Massachusetts, Amherst, hereinafter referred to as the Employer, and the Professional Staff Union/Massachusetts Teachers Association/NEA, hereinafter referred to as the Union<sup>1</sup>, 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 and has as its purpose the promotion of harmonious relations between the Employer and the Union.

All parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

## DEFINITIONS

1. **BOARD** - The term "Board" shall mean the Board of Trustees of the University of Massachusetts.
2. **CHIEF EXECUTIVE OFFICER (CEO)** - The term "Chief Executive Officer," hereinafter in this Agreement as "CEO," shall mean the Chancellor of the University of Massachusetts at Amherst, or his/her designee.
3. **CHIEF EXECUTIVE OFFICER DESIGNEE** shall be the Employee/Labor Relations Administrator or his/her designee.
4. **INSTITUTIONAL PERSONNEL OFFICER** shall be the Assistant Vice Chancellor for Human Resources or his or her designee who shall be the Manager of Total Compensation for Compensation Matters and the Labor Relations Administrator for Labor Relations matters.
5. **DAY** - Except as is otherwise provided in this Agreement, the term "day" shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day, or holiday.
6. **EMPLOYER** - The term "Employer" shall mean the University of Massachusetts Amherst.
7. **IMMEDIATE SUPERVISOR** - The term "Immediate Supervisor" shall mean the immediate work supervisor, designated by the CEO or designee, who may or may not be a unit member.
8. **SENIORITY** - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of the source of funds, since the last date of hire by the University.
9. **DOMESTIC PARTNER** - A person of the same sex with whom the unit member has a committed relationship, which involves a personal and economic bond.
10. **TOUR OF DUTY** - The term "Tour of Duty" shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
11. **UNION** - The term "Union" shall mean PSU/MTA Unit B.
12. **WORKWEEK** - The term "Workweek" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.
13. **PAYROLL PERIOD** - The payroll period shall begin on Sunday at 12:01 AM and end on Saturday at 11:59PM.

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<sup>1</sup> Also sometimes referred to as PSU/MTA Unit B

## **ARTICLE 1 RECOGNITION**

### Section 1.1

The Employer/University Administration agrees to voluntarily recognize, after posting as required by law and regulation, the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for full-time and regular part-time non-exempt supervisory bargaining unit members employed at the Amherst Campus of the University. The unit includes the following state and working job titles: Assistant Manager Hotel, Farm Superintendent, Chief Planner and Estimator, Control System Specialist, Custodial Area Supervisor, Head Baker, Head of Grounds, Head of Work Control, Institutional Maintenance Foreman, Institutional Security Officer III, Launderer III, Maintenance Working Foreman, Motor Equipment Operator IV, Snack Bar Manager, Storekeeper III, Superintendent of Grounds, and Supervisor of Janitors.

The unit shall exclude all professionals, faculty members, librarians I-V, all other non-exempt employees, all managerial employees, all exempt employees employed in a confidential capacity, all casual and temporary employees and all other employees. Also excluded shall be persons in included titles who prior to January 1, 1999 occupied those titles and were covered by a Collective Bargaining Agreement.

### Section 1.2

In the event of the creation of new personnel classification(s), the Employer shall notify the Union within sixty (60) calendar days of the creation of the new personnel classification(s) and the Employer shall inform the Union of the Employer's determination of the inclusion or exclusion of the position(s) in/from the bargaining unit. If the Union disagrees with the Employer's determination, the disagreement shall be submitted by the Union to the Massachusetts Labor Relations Commission within one hundred eighty (180) calendar days of the notification by the Employer of the new classification(s) for resolution of the matter.

### Section 1.3

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

## **ARTICLE 2 UNION RIGHTS**

### Section 2.1 Union Representatives

Union staff representatives shall be permitted to have access to the premises of the University for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied.

### Section 2.2 Union Stewards and Grievances

Union stewards shall have reasonable time off without loss of wages, benefits, or privileges for the investigation and processing of grievances and arbitrations. Union stewards shall provide as much notice as feasible under the circumstances for the use of such time. Grievants shall be permitted to have time off without loss of wages, benefits, and other privileges for processing their grievances through the contractual grievance procedure. Witnesses called by the Union to testify at a Step 3 hearing or in an arbitration proceeding (Step 4) may be granted time off without loss of wages, benefits, and other privileges. Requests for time off shall not be unreasonably denied. Adequate notice shall be given for such "released time" as provided above.

### Section 2.3 Union Business

In order to enable the Union to better discharge its duties and responsibilities as the exclusive bargaining agent, the Employer shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

- a) Release time must be requested by the President of the Amherst chapter, by the grievance secretary of the Amherst chapter, or by the chief officer of the Union, or by the field representative or other official of the Union. Requests must indicate the names of the employee(s), the date and times requested, and the purpose for which the time will be used.
- b) Requests for release time will require the prior approval of the employee's supervisor. Requests for release time must be made five (5) days in advance. Such requests shall not be unreasonably denied.
- c) The Union will seek to minimize the use of release time requested and used and understands that all release time requests are subject to approval by their supervisors.

### Section 2.4 Union Provision of Steward List

The Union will furnish the Employer with a list of Union officers and stewards on an annual basis with updates as needed.

### Section 2.5 Use of Premises

The Union shall be permitted to use such facilities of the Employer for the transaction of Union business as have been used in the past for such purposes.

### Section 2.6 Campus Mail

The Union shall be permitted the continued right to utilize the intra-campus mail system for official Union communication, including the use of electronic mail.

### Section 2.7 Bulletin Boards

The Union may post official notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the University for employees to read.

## Section 2.8 Employer Provision of Information

- A. The Employer shall furnish the Union with the following information:
1. upon execution of this Agreement and on every April 1 and every October 1, a list of all bargaining unit members, with their classification titles, rates of pay, department or program, and/or grant or contract;
  2. on a monthly basis, a list of all new employees in the bargaining unit, their date of employment and classification, and with the department in which they work;
  3. on a monthly basis, a list of all bargaining unit members who have been terminated;
  4. a list of bargaining unit employees who withdrew checkoff authorizations within two (2) months of such withdrawal;
  5. on a monthly basis, a list of all bargaining unit employees on dues deduction or agency fee checkoff and who are off payroll for any reason the week of deduction;
  6. on a bi-annual basis, a copy of that portion of the EEO-6 Form that covers bargaining unit members.
- B. In accordance with applicable state statutes, but limited to matters reasonably related to the exclusive representative status of the Union, the Employer shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data, and financial data necessary for negotiations and/or the implementation of this Agreement. Such information shall be provided if it is kept or can be compiled from existing records without significant effort.

## **ARTICLE 3 NON-DISCRIMINATION**

### Section 3.1 Affirmative Action

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, or mental or physical handicap 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, and rate of compensation. Therefore, the parties acknowledge the need for positive and aggressive affirmative action and are committed to a diverse workforce.

### Section 3.2 Non-Discrimination

The Employer and the Union agree that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or non-membership in the Union or participation or non-participation in Union activities.

### Section 3.3 Non-Discrimination

The Employer/University Administration and the Union agree not to discriminate, in any way in violation of applicable law, against bargaining unit members covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical handicap. The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, or mental or physical handicap.

### Section 3.4 Sexual Harassment

The Employer and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice, which should not be condoned. The Employer and the Union agree that sexual harassment is a serious matter which, if substantiated, demands severe punishment up to and including termination consistent with Article 20.

## **ARTICLE 4 UNION SECURITY**

### Section 4.1

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

### Section 4.2

A bargaining unit member may consent, in writing, to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her Union dues check-off authorization by giving at least sixty (60) calendar day's notice in writing to the Division of Human Resources and the treasurer of the Union.

### Section 4.3

The Employer shall deduct dues from the pay of bargaining unit members who request such deduction in accordance with this Article and transmit such funds to the treasurer of the Union together with a list of those whose dues are transmitted within thirty (30) calendar days after the last day of the month in which the deduction is made, provided that the Employer is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Employer, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer.

### Section 4.4

In the event of an administrative error in the authorized deduction of Union dues from a bargaining unit member's wages, the parties shall meet to attempt to correct the error in an expeditious manner. This provision is not subject to the Grievance and Arbitration Procedure contained herein.

### Section 4.5

The treasurer of the Union shall submit and certify to the Employer the amount of Union dues, upon signing of the collective bargaining agreement, and shall notify the Employer, in writing, of any changes in that amount at least thirty (30) calendar days in advance of the effective date of the change.

### Section 4.6

The Union will indemnify and hold the Employer harmless from any and all claims, demands, liability, costs, or damages arising from or related to this Article.

### Section 4.7

An employee may consent, in writing, to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing. The Employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions monthly to the treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

## **ARTICLE 5 AGENCY SERVICE FEE**

### Section 5.1

Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or who later elects not to maintain membership in the Union shall be required to pay to the Union each month, as a condition of employment (pursuant to the rules and regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-twelfth (1/12<sup>th</sup>) of the annual fee uniformly charged by the Union.

### Section 5.2

A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee deduction authorization by giving at least sixty (60) calendar days notice in writing to the Division of Human Resources and the treasurer of the Union.

### Section 5.3

The Employer shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds to the treasurer of the Union together with a list of those whose agency fees are transmitted within thirty (30) calendar days after the last day of the month in which the deduction is made, provided that the Employer is satisfied by such evidence that it may require that the treasurer of the Union has given a bond, in a form approved by the Employer, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer.

### Section 5.4

This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting. The Union shall certify, in sufficient detail to satisfy the Employer, the outcome of this vote and full and complete compliance with Massachusetts General Laws Chapter 150E, Section 12 and other applicable statutes and attendant regulations.

### Section 5.5

In the event of an administrative error in the authorized deduction of the agency fee from a bargaining unit member's wages, the parties shall meet to attempt to correct the error in an expeditious manner. This provision is not subject to the Grievance and Arbitration Procedure, Article 7.

### Section 5.6

The treasurer of the Union shall submit and certify to the Employer the amount of the agency fee upon signing of the collective bargaining agreement, and shall notify the Employer, in writing, of any changes in that amount at least thirty (30) calendar days in advance of the effective date of the change.

### Section 5.7

Upon the written request of the Union, the Employer shall suspend without pay for ten (10) consecutive work days any bargaining unit member who, after written notice, has refused, in any year, to pay the agency fee. Within thirty (30) calendar days of receipt of such request,

accompanied by the written notice, the Employer shall notify the Union and the individual bargaining unit member(s) whose name(s) appear on such request that the bargaining unit member(s) have been suspended. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer shall have no obligation to defend the suspension.

#### Section 5.8

Disputes between the Union and the Employer concerning this Article shall be resolved in accordance with Article 21, Grievance and Arbitration Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency fee on behalf of any bargaining unit member.

If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the agency fee in accordance with this Article, the only remedy shall be the suspension of the bargaining unit member.

#### Section 5.9

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold harmless the Employer from any and all claims, demands, liability, costs, or damages arising from the termination of a bargaining unit member hereunder or from deductions made by the Employer.

## **ARTICLE 6 MANAGEMENT RIGHTS**

### Section 6.1

The Union and the Employer agree that the provisions of this Agreement shall be limited to those conditions of employment covered by this Agreement. The parties agree further that, aside from the limitations set forth in this Agreement, the University is not constrained in 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, residence halls, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote, and discharge employees; to contract out work; to control and determine the state of products which may be used by employees; to restructure and combine jobs or to organize work teams or groups as it determines the operational needs of the organization warrant; to determine the time for work, staffing pattern, and work area; to determine the method and place of performing work including the right to determine that the University's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work, shifts, and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part 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, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify 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 to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein. Notwithstanding management's right to manage its operations, all other articles of this Agreement are subject to the grievance and arbitration provisions herein except as specifically excluded.

## ARTICLE 7 WORKWEEK AND WORK SCHEDULE

### Section 7.1 Definitions

- A. **Work Assignment** – The work assigned to bargaining unit members by their supervisor.
- B. **Shift** – the hours of work of an employee. A second shift commences at 1:00 PM or after and ends no later than 2:00 AM. A third shift commences at 9:00 PM or after and normally ends no later than 9:00 AM, except those shifts beginning at 3:00 AM or 4:00 AM, particularly in the bakeshop shall be considered third shifts.
- C. **Work location** - The major work areas of the departments and employees covered by this Agreement. The following areas shall constitute work locations for employees covered by this agreement.
1. Physical Plant
    - a. Custodial Services
    - b. Customer Service and Work Management
    - c. Utilities
    - d. Building Maintenance
    - e. Grounds Management
    - f. Administrative Services
  2. Housing Services
  3. Auxiliary Services
    - a. Dining Services
    - b. Campus Center
    - c. Bakery
    - d. Snack Bars and Munchies
  4. Parking Services
  5. Department of Public Safety
  6. University Health Services
  7. Campus Distribution Services

In other areas, each division is a work location. New work locations may be created during the term of this agreement upon thirty (30) days notice to the Union subject to impact bargaining if requested.

- D. **Transfer** - A movement of an employee between work locations.

### Section 7.2 Assignment

Management has the right to assign work to those employees who report to each work location. Employees who wish a new or different assignment shall notify their supervisor annually of such interest. Consideration shall be given to such requests in making assignment. In unusual circumstances and emergencies, employees may have work assigned in other work locations, without notice.

### Section 7.3 Shift Choice

Whenever the Employer determines that a change in the number on a shift is needed or a vacancy arises on a shift due to transfer or promotion, shift choice shall be awarded in order of seniority with first preference for the shift going to the senior employee within the work location.

No employee shall be involuntarily moved between shifts except for cause and with twelve (12) working days notice except in cases of emergency and otherwise in accordance with section 5 herein. These same provisions shall apply to changes in days off.

#### Section 7.4 Voluntary Transfer

Employees may apply for voluntary transfer in the same title outside their work location. Employees wishing to transfer to another work location may apply on a form provided by the Employer. The employee shall deliver that form to the department head of the work location. Such forms shall be retained to the end of the calendar year following their delivery. Applications for transfer shall be considered prior to the posting of vacancies. Applications for voluntary transfers shall be considered in order of campus seniority. Where practicable, the employee with greater seniority shall be assigned to the position. Campus seniority shall be subject to bypass for just cause and reasons for denial, if requested, shall be given in writing.

#### Section 7.5 Involuntary Transfer

- A. In an involuntary transfer, made to adjust the number of employees on shifts or due to changes in workload, volunteers will be sought first. If there are no volunteers, such transfers shall be made in reverse order of seniority and otherwise in accordance with section 6.B.1. Employees who are involuntarily transferred in this way shall file a voluntary transfer form with the department head in order to preserve their right of return to their original location in priority over others regardless of seniority.
- B. Where the operational or personnel needs are best served in management's determination by the transfer of a specific employee from one work location to another within a department such transfer may be made for cause.

#### Section 7.6 Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty (40) hours per week including meal periods as has been established for that job title at the particular job location.
- B. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least twelve (12) working day's written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the Employer. The work schedule of an employee shall not be changed to avoid the payment of overtime of five days or less.

Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.

- C. Each employee shall be required to record his attendance in accordance with procedures, which may be established in writing from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance, the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.
- D. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the Institutional Personnel Officer or designee.
- E. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a twenty (24) hour notice; he/she shall be allowed to work the regularly scheduled tour of duty.

### Section 7.7 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 eight (8) hours per day or forty (40) hours per week.
- B. An employee whose regular work week is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.
- C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of eight (8) hours in his/her regular workday except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday. Compensatory time off, computed at time and one-half in lieu of overtime compensation, may be authorized by the CEO upon request of the employee.
- D. The CEO shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.
- E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- F. Overtime shall be distributed as equitably and impartially as practicable among employees in each department who ordinarily perform such work in the normal course of their workweek. Department heads and Union representatives in each department shall work out procedures for implementing this policy of distributing overtime work. The CEO shall approve such policies.
- G. The CEO shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.
- H. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis.
- I. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when the CEO determines that the work must be performed on an overtime period or involves the protection of persons or property of the Employer. In these cases, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.
- J. The provisions of this section shall not apply to employees on full travel status.
- K. For each three and one-half (3 ½) hours of overtime an employee shall be entitled to a one-half (½) hour paid time or meal break.

### Section 7.8 Regular Meals

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee. Such meal break shall be taken at a location which permits the bargaining unit member to return promptly to the work site and shall not exceed thirty (30) minutes in length. Such meal breaks will normally be taken on campus, unless a bargaining unit member receives permission to leave.

### Section 7.9 Rest Periods

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty. Rest breaks shall be taken at a location permitting a supervisor to return promptly to the worksite.

### Section 7.10 Call-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who reports to work prior to the start of his shift and continues to work through the beginning of his/her shift.

### Section 7.11 Stand By

- A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate of not less than thirty (\$30.00) dollars for such stand-by period.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.
- C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. An employee placed on stand-by by his supervisor shall make arrangements to receive messages directing their return to work.

### Section 7.12

- A. In the event that classes and other activities are cancelled due to adverse weather or hazardous conditions (those which adversely affect the health and safety of employees in the university environment) only personnel designated as essential will be required to work.
- B. Any employee who is not at work due to authorized vacation, sick or personal leave will not be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick, or personal leave.

### Section 7.13

An employee who receives a call at home from the assignment desk (its successor in function), a superior, or office charged with calling employees to perform unscheduled emergency or otherwise necessary tasks and can, through use of a home computer or the home telephone, resolve the situation without reporting to the work site shall receive a \$15.00 payment for each occurrence dealt with whether requiring one or more calls and provided such response involves conducting substantive work.

### Section 7.14 Shift and Holiday Differential.

- A. Employees of the Commonwealth rendering service on a second or third shift as defined in Section 1.B. shall receive a shift differential of seventy-five (75) cents per hour for each hour worked.
- B. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis replacing a worker who normally works such second or third shift will receive an hourly differential pursuant to paragraph A of this section.

- C. Bakers who are regularly scheduled to work between 4:00 a.m.-12:00 noon, shall be eligible for shift differential.
- D. For employees who are required to work a second or third shift as governed by paragraph B of this section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.
- E. Employees shall be paid a weekend differential of fifty cents (\$.50) for each hour worked, in addition to their regular salary, for the first shift worked between 12:01 AM Saturday and 11:59 PM Sunday.
- F. Employees rendering service on New Year's Day, Thanksgiving Day, Independence Day, Labor Day or Christmas Day shall receive a holiday differential of fifty cents (\$.50) per hour for each hour worked between the hours of 11:00 p.m. on the holiday eve and 11:00 p.m. on the holiday.

#### Section 7.15 Administrative Computing and Payroll Systems

The parties acknowledge that the Employer will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to accept the University's implementation and changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to biweekly payroll system). 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 arising from the implementation of the systems. The parties will reopen negotiations subject prior to implementing any change, which has the effect of reducing a unit member's pay in any fiscal year. Nothing in this article is meant to waive any other provision in this Agreement.

#### Section 7.16 Weekend Differential

Employees rendering service on a weekend shift, as hereinafter defined, shall receive a weekend differential of seventy five cents (\$.75) per hour for each hour worked. For the purposes of this section, a weekend shift shall be defined as a shift that commences on or after 11:00 p.m. on Friday and concludes on or before 12:01 am on Monday.

#### Section 7.17 Emergency Closure

Employees working as essential employees during times of emergency closure shall receive straight time pay for all hours work plus a straight time payment in lieu of compensatory time for all hours worked while the University is closed due to an emergency. The period of time which is announced as the period of closing shall be the period during which employees receive this compensation.

**ARTICLE 8**  
**LEAVE**

**Section 8.1 Sick Leave**

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of one 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.
- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted at the discretion of the CEO and shall not be unreasonably denied to an employee only under the following circumstances:
  - 1. When an employee cannot perform his/her duties because he/ she is incapacitated by personal illness or injury;
  - 2. When the spouse, domestic partner, child, parent, grandchild, or grandparent of either an employee or his/her spouse or domestic partner, or a relative living in the immediate household of an employee is ill, the employee may utilize sick leave credits to care for such person;
  - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others and to keep appointments with health care professionals. In such instances, the normal requirement of advance notice will be at least five (5) working days.
  - 4. When an employee cannot perform his/her duties because he/ she is incapacitated by personal illness or injury;
- D. A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absence without pay for a total of more than one (1) day.
- E. During the first ten (10) workdays of maternity or adoptive leave the employee shall receive his/her regular weekly salary. When eligible full time or part time employees and his/her eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this Article. In addition, up to ten (10) days of accumulated sick leave may be used for pre-adoption and pre-foster care or foster care related activities including placement of a foster child in an employee's home or appearance in court regarding a foster child.
- F. Where the Employer has reason to believe that sick leave is being abused; the Employer may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.
  - 1. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain the general nature of the illness or injury, a statement that the employee was unable to perform his/her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to

be seriously ill and needing care on the days in question.

2. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.
  3. If an employee's physician identifies an illness or injury as being confidential and the Employer challenges that determination, the issue shall be submitted to the Medical Director of the University Health Service. The employee's physician shall submit to the Medical Director a description of the illness or injury, which the Medical Director shall review and determine if it is appropriately confidential. The Medical Director will notify the supervisor and employee only of the determination of whether the claim of confidentiality is appropriate and destroy the medical note. The determination of the Medical Director shall not be subject to grievance and arbitration under this Agreement.
  4. Any inappropriate use of sick leave may be recorded as unauthorized leave without pay and may result in discipline.
- G. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties. An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.
- H. The CEO may require that an employee be examined by a physician or other health care provider of the Employer's choosing and at the Employer's expense to determine the fitness of that employee to return to work from industrial accident leave or other health related leaves, to review the nature and extent of any claims of incapacity to perform job related tasks and to verify requests for use of sick leave when the Employer has reasonable grounds to believe such use is not acceptable.
- I. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence.
- J. An employee who is reinstated or re-employed 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 re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the CEO, 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 Workers' Compensation benefits.

A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

- K. A regular part-time employee shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absence without pay in the same proportion that

his/her service bears to one (1) day of service of a full-time employee.

- L. Notification of absences under this Article must be given to the designated representative of the CEO at least one 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 CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the Institutional Personnel Officer shall notify each employee of the method by which such employee shall report such absence.
- M. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.
- N. 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 (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.
- O. 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.
- P. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Q. Sick Leave Bank.

Bargaining Unit members will continue to belong to the non-unit sick bank currently maintained by the University for non-unit employees. Such bank shall be administered as it currently is and membership on the Sick Leave Bank Committee shall continue to be determined as currently determined. The Employer may change the rules and regulations under which the bank operates with notice to the Union. The Union waives its right to bargain over such changes.

Ninety (90) days after the effective date of this agreement, bargaining unit members shall become part of the Sick Leave Bank created by the agreement between the University of Massachusetts and the Professional Staff Union/Massachusetts Teachers Association (Exempt Unit, PSU/MTA Unit A) and shall be subject to all the terms and conditions applicable to that Sick Leave Bank. When the members of this bargaining unit cease to be members of the Non-Unit Sick Leave Bank, no days will be transferred to the Bank created by the agreement between the PSU/MTA Unit A. The Employer shall not be obligated to and shall not contribute any days to the Sick Leave Bank created by the agreement between the Employer and PSU/MTA Unit A as a result of the change in bank membership for members of this unit. All members of this unit on that date shall be members of the bank created by the agreement between the Employer and PSU/MTA Unit A. Members of this bargaining unit shall not be assessed days by the Sick Leave Bank Committee administering the Bank created by the agreement between the Employer and PSU/MTA Unit A, if that Bank must assess days because it falls below the contractually specified minimum days.

R. Extension of Sick Leave

1. Once a unit member has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such unit member has been employed a minimum of twelve (12) consecutive months (or twelve (12) months for those subject to a periodic layoff) prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, a unit member shall forward a request to the CEO on the form entitled Request for Extension of Sick Leave. He/she shall act upon such request and forward the decision, in writing, to both the unit member and the appropriate union official of the member's unit within ten (10) days of receipt. The approval of such request will be effective at the beginning of the sixth (6th) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the CEO.

All requests for an extension of such leave shall be given due consideration and shall not be grievable.

Such extensions shall be available only for illness of the unit member and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

2. Extensions may be available for a period of up to sixty (60) days annually beginning on the date of the first extension. Unit members, having been granted an extension of sick leave, shall be required to submit a physician's statement after each twenty (20) calendar days of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in section 8.1 of this Article, a unit member may be granted an additional fifteen (15) days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this fifteen (15) days additional extension of sick leave.

3. Understanding that the health and welfare of unit members is of mutual concern, the CEO, in evaluating a request, shall consider the following:
  - Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.
  - History of sick leave usage: Consideration shall be given to the previous use and/or abuse of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.
  - Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.
4. During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 8 and 9 of this Agreement. When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the Employer shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

### Section 8.2 Paid Personal Leave

A. On the first payroll day of the new fiscal year, full time employees will be credited annually with five (5) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO, provided that such request complies with prior existing contractual language. The employee will forfeit any paid personal leave not taken by the last day of the last full payroll period of a fiscal year. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal may be used in conjunction with vacation leave. Full-time employees hired into the bargaining unit from off-campus or from an unbenefited position on-campus on or after the beginning of each fiscal year will be credited with personal leave days in accordance with the following schedule:

| <u>Date of hire into unit</u>            | <u>Personal leave days credited</u> |
|--|-------------------------------------|
| Beginning of Fiscal Year to September 30 | 4                                   |
| October 1 to December 31                 | 3                                   |
| January 1 to March 31                    | 2                                   |
| April 1 to End of Fiscal Year            | 0                                   |

- B. An employee who is promoted or transferred into the bargaining unit from a benefited position on campus shall transfer with them the amount of personal days they had prior to the transfer and shall not receive any additional days for that fiscal year.
- C. In the event a part-time employee moves to full-time status, he/she shall be credited with the amounts above based upon date of entry into full-time status minus the time already credited for that fiscal year.

### Section 8.3 Bereavement Leave

Upon evidence, satisfactory to the CEO, of the death of a spouse, domestic partner, child, parent, brother, sister, grandparent, or grandchild of an employee, or parent of spouse, or person living in the immediate 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.

In the event that the internment of or memorial service for any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the CEO of the death of one of the above-named relatives, and shall not be unreasonably denied.

### Section 8.4 Voting Leave

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

### Section 8.5 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 duty 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 Employer 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, any town, city, or county of the Commonwealth (including on behalf of District Attorneys) or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service, except jury fees paid for service, rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services 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 services will permit four (4) 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 legitimate performance of his/her assigned responsibilities.

#### Section 8.6 Military Leave

- A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under section 38, 40, 41, 42, or 60 of 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 (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under section 59 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 (17) days shall be subject to the provisions of chapter 708 of the Acts of 1941 as amended, or of chapter 805 of the Acts of 1950 as amended, or chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve, was, or shall be rejected for such service, 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 (2) years from the termination of said military or naval service by him/her.

### Section 8.7 Maternity and Adoptive Leave.

- A. A full-time employee who has completed the probationary period or, if there is no such probationary period, has been employed for at least three (3) consecutive months and who is absent from employment with the Employer for a period not exceeding eight weeks for the purpose of giving birth or adopting a child, shall be granted a maternity leave without pay if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of the maternity or adoptive leave, the employee may use such leave credits for which he/she may be eligible under the sick leave or vacation provisions of this Agreement.
- B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or 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 and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provisions of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave, or compensatory time to cover this period of absence. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages. Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.
- D. An employee on maternity or adoptive leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.
- E. During the first ten (10) workdays of maternity or adoptive leave the employee shall receive his/her regular weekly salary. When eligible full time or part time employees and his/her eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this Article. In addition, up to ten (10) days of accumulated sick leave may be used for pre-adoption and pre-foster care or foster care related activities including placement of a foster child in an employees home or appearance in court regarding a foster child.

### Section 8.8 Parental Leave

Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probationary period and who has been employed at least three (3) consecutive months, and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding six (6) months. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for or to make arrangement for the care of a minor dependent child of the employee, whether or not the child is the natural, adopted, or stepchild of such employee.

An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premiums as he/she would have paid had such leave not been taken.

#### Section 8.9 Family Leave.

- A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure, and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding twelve (12) weeks. Such leave shall be without pay or benefits for such period. The CEO may, at his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for or to make arrangements for the care of, the employee's spouse, domestic partner, parent, grandparent, grandchild, or relative living in the same household.
- B. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which she/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Article.
- C. Between periods of family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday, except those employees who use accrued paid leave for such periods of family leave shall still accrue holiday pay.

#### Section 8.10 Unpaid Personal Leave.

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

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

#### Section 8.11

Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

#### Section 8.12

Leave of absence without pay may be granted to unit members who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

#### Section 8.13

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

#### Section 8.14 Family and Medical Leave Act:

The parties agree that they are governed by the provisions of the Family and Medical Leave Act and where those provisions are more generous than the contract, the Family and Medical Leave Act will prevail. Family and Medical Leave shall be included in and be coterminous with all leaves available under this Agreement and applicable University Policies which is taken for family and medical leave purposes.

#### Section 8.15 Volunteer leave

Bargaining unit members are allowed to participate in the Voluntary Service Leave program currently in existence for employees of the Commonwealth in accordance with the guidelines established for that program.

#### Section 8.16 Small Necessities Leave

When a leave purpose provided for in chapter 149, section 52D is also covered by leave provided herein such leave shall be coterminous.

#### Section 8.17

Upon request of the Union, submitted at least sixty (60) days in advance, a bargaining unit member 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 supervisor is required for all such leaves of absence or extensions thereof.

#### Section 8.18 Transitional Work

An employee who experiences injury or illness that results in loss of time from work may request a transitional work assignment for up to ninety (90) calendar days performing any tasks within the University which need to be performed and can be performed within the restrictions medically determined for such employee. This management prerogative to determine whether transitional work is available is not subject to grievance or arbitration. A grievance contesting the availability of transitional work assignment may be processed, but only through mediation, issues of the availability of transitional work are deemed by the parties substantively inarbitrable. An employee required to perform a transitional work assignment shall be compensated either at the rate of the position which they held immediately prior to their injury or at the compensation level of a position in the bargaining unit of the same grade as the position in which they have been assigned during this transitional period to work. Upon medical verification of ability to perform their normal duties an employee shall be returned to their regular position.

**ARTICLE 9**  
**VACATIONS**

**Section 9.1**

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 payroll month of employment, as follows:

| <u>Length of continuous full-time creditable service</u>   | <u>Vacation Leave Accrued</u>                       |
|--|---|
| Less than fifty-four (54) months<br>(Less than 4 1/2 years).   | 5/6 day per month<br>(total of 10 days per yr.)     |
| Fifty-four (54) months, but less than<br>one hundred fourteen (114) months<br>(4 1/2 - 9 1/2 years).                 | 1 1/4 days per month<br>(total of 15 days per yr.)  |
| One hundred fourteen (114) months,<br>but less than two hundred thirty- four<br>(234) months (9 1/2 - 19 1/2 years). | 1 2/3 days per month<br>(total of 20 days per yr.)  |
| Two hundred thirty-four (234) months<br>or more (19 1/2 or more years).  | 2 1/12 days per month<br>(total of 25 days per yr.) |

B. For determining vacation status under this Article, "creditable service" shall be used. All service beginning on the first working day of the first full payroll month, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in section 9.12 of this Article. In computing an employee's vacation status, all "creditable service" from the first working day up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credits for such month.

**Section 9.2**

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 9.3**

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

**Section 9.4**

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 9.5**

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 9.4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

### Section 9.6

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

### Section 9.7

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless, in the CEO's opinion, it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. An employee wishing to file such a request earlier than sixty (60) days prior to the first day requested, may do so, but preference will be determined on the 45<sup>th</sup> day in advance of the first day requested. The CEO shall respond in writing, indicating whether he/she can reasonably schedule such a vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance, such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

No bargaining unit member shall carry more than sixty-four (64) days of vacation leave credit.

A bargaining unit member who has available unused vacation leave and who because of this provision would lose such vacation shall have such vacation as might be lost converted to sick leave credit on the last day of the reporting month in which it would be lost if not used.

### Section 9.8

Absences on account of sickness in excess of the authorized sick leave provided in this 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 9.9

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

### Section 9.10

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 been accrued prior to the employee's death, but which had not been used by the employee up to the time of his/her separation from 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 9.11

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 provided that no monetary or other allowance had already been made therefore.

#### Section 9.12

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

- a. Illness of the employee.
- b. Dismissal through no fault or delinquency attributable solely to the employee.
- c. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

#### Section 9.13

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 Employer, 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 9.14

An employee who is reinstated after military leave, as referred to in section 9.13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage nor absence due to military leave shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

#### Section 9.15

Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 9.

#### Section 9.16

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 9.17

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns, or municipalities prior to employment as a member of this bargaining unit shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the employee. An employee, in order to retain such previously earned status, must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

**ARTICLE 10**  
**HOLIDAYS**

Section 10.1 The following days shall be holidays for employees:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Independence Day |
| Martin Luther King Day | Labor Day        |
| Washington's Birthday  | Columbus Day     |
| Evacuation Day*        | Veterans' Day    |
| Patriots' Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Bunker Hill Day*       |                  |

\*(Suffolk County Only)

Section 10.2

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

Section 10.3

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days, he/she may receive pay for one (1) day at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred twenty (120) days following the holiday, to be taken at a time approved by the CEO.

Employees subject to periodic layoff may use earned compensatory time, with the prior approval of their supervisor, at any time prior to June 30th of the fiscal year in which such time is earned.

Section 10.4

An employee required to work on a holiday may opt to be compensated at the rate of two (2) times his/her regular rate of pay, or receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred twenty (120) days following the holiday, to be taken at a time approved by the CEO.

Section 10.5

An employee not otherwise entitled to the Suffolk County holidays, pursuant to section 10.1 above, and who is scheduled to work on such holiday, shall be entitled to one (1) 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 one (1) day off with pay in lieu of each of the Suffolk County holidays. Such day shall be taken on the day the holiday is observed if the CEO so directs. Such day off shall be approved by the CEO and taken by the employee within one hundred twenty (120) days.

Section 10.6

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 10.4.

### Section 10.7

Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

### Section 10.8

An employee who is on leave without pay or is absent without pay for any 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 10.9

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 CEO at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee, such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

**ARTICLE 11**  
**EMPLOYEE EXPENSES**

**Section 11.1 Travel**

When official business for the Employer 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 (T92-031). A copy of the University's policy may be obtained from the Division of Human Resources.

**ARTICLE 12**  
**HEALTH AND WELFARE**

**Section 12.1 Group Health Insurance Contributions**

- A. Unit members shall continue to be covered under the State's Group Health and Accident Insurance Plan pursuant to the provisions of chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.
- B. If applicable law is amended to permit domestic partners as defined herein to receive health insurance benefits the Employer will, as soon as feasible, make them available on the same basis as spouses receive such benefits.

**Section 12.2 Health and Welfare Plan**

**A. Creation of 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 of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

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

**B. Funding**

Effective January 1, 2008 the University will contribute an additional one dollar (\$1.00) per week per FTE to the Health and Welfare Trust for an effective contribution rate of thirteen (\$13.00) per week.

Should the Health and Welfare Trust Fund covering employees in this unit for eighteen (18) months during the life of this agreement operate from its reserves or other funds not provided by the Commonwealth a Dependant Care Assistance Program providing reimbursement for up to \$500.00 of approved Dependant Care expenses and comporting with applicable rules and standards for such programs, the Employer will, in the beginning of the next fiscal year, contribute on behalf of each full-time employee equivalent in the bargaining unit an additional amount of one dollar (\$1.00) per calendar week to a Health and Welfare Trust Fund.

The amount of contributions for each year shall be based on the number of full-time-equivalent employees in the bargaining unit as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; however, provided that for non-state-funded bargaining unit members at the University, the number of full-time-equivalent employees in the bargaining unit may be surveyed quarterly. 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 administration expenses of the fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

**C. Non-Grievability**

No dispute over a claim for any benefits extended by any Health and Welfare Fund shall be subject to the grievance and arbitration procedure established in Article 22.

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 bargaining unit member 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 12.2 subsection B above.

**ARTICLE 13**  
**PROMOTIONS AND FILLING OF VACANCIES**

**Section 13.1 Posting of Vacancies**

- A. All vacancies in positions subject to this Agreement, as soon as possible after the Employer determines they are available to be filled, shall be posted for not less than seven (7) calendar days, and said posting shall be on the so-called “yellow sheet” under the procedures of the Employment Office.
  
- B. The notice of vacancy shall include the following:
  - 1. Job Title
  - 2. Grade and/or Salary Range
  - 3. Application Closing Date
  - 4. Department of Personnel Administration job specifications or location where such description can be obtained.
  - 5. Hours and Days of Work (Shifts).
  - 6. Notice of any written or practical test that may be required.
  
- C. All notices of vacancies at the University shall be posted in at least one conspicuous place and other places customarily used for such purposes.
- D. Notice of vacancies will be sent to the designated Union official upon posting.
- E. 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 by this Agreement. The pool of candidates for such vacant position shall include every minimally qualified employee.

**Section 13.2 Selection**

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in accordance with the official campus Affirmative Action plan. In the event circumstances arise that preclude the awarding of the position within this time, the union shall be notified of the delay. If the employer chooses to fill the position, the awarding date shall be as soon as possible, but in no cases more than sixty (60) days from the closing date.

**Section 13.3 Criteria**

- A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment. Any employee who applies for a lateral transfer shall be subject to the same criteria and shall not be disadvantaged in comparison to/with employees seeking a promotion. A demotion shall be defined as an appointment to a position of a lower job grade.
  
- B. The following criteria shall be used by the CEO in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.
  - 1. Ability to perform the requirements of the position.
  - 2. Work History and Performance.
  - 3. Experience in Related Work.
  - 4. Education and/or Training related to the Position
  
- C. If, in the judgment of the CEO, there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University.

#### Section 13.4 Trial Period

- A. An employee who is promoted, or laterally appointed shall serve a six (6) month trial period from the effective date of such promotion, or lateral appointment. (Evaluations of the employee's work performance shall normally take place after three (3) months and after five (5) months).
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request, in writing, to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure; however, provided that there shall be at least one formal grievance hearing held at a campus level.
- C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within sixty (60) days after said new appointment.
- D. All appointments made pursuant to this section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure shall not be terminated, but shall return to his/her former position.

#### Section 13.5

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive notice by way of the so-called "yellow sheet" on the back of such sheet of non-selection by the appearance of an applicant's name (not their own) which shall serve as notice of the non-selection of all other applicants. Late notice shall not preclude the filing of a grievance of non-selection.

At the employee's written request, on the attached form, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by the local designated union, if the employee is not satisfied with the reason(s) for non-selection; he/she may file a grievance at the next higher level of the grievance procedure. However, provided that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

#### Section 13.6 Extension of Seniority

In the case of institute, grant, or contract employees seniority for the purpose of applying for vacant positions shall be extended three (3) months beyond the actual expiration date of the then current funding source.

#### Section 13.7 Reduction in Grade

Any employee in a grade higher than that announced in the vacancy notice may submit an application for the posted vacancy in accordance with the provision of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

### Section 13.8

Bargaining unit members may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision.

Measurement standards for course evaluation shall be determined by the instructor and conveyed to participants at the beginning of the course. The evaluation of the employee by the trainer shall be evidence of the employee's qualification in the supervisory area.

The decision to enroll the employee in a supervisory training program is not grievable.

**ARTICLE 14**  
**LAYOFF AND RECALL**

Section 14.1

A. In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.

B. Notice to Union

In the event the Employer becomes aware of an impending reduction in the work force it shall, when practical, notify the Union fifteen (15) working days prior to the layoff.

C. Meeting with Union

Within three (3) working days of management notice to the Union of an impending layoff, the Employer shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the University.
2. Availability of training or retraining programs which may be applicable to the affected employees.
3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

D. Notice to Employee

1. If the Employer determines, after the above consultation period, that a layoff is still necessary, the Employer shall submit to the Union a final list of employees being laid off; the departments involved; the number of affected positions; and the duration of the layoff. The Employer shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date of layoff.

2. The Employer shall provide a thirty (30) calendar day notice before bargaining unit members are laid off. Except in extreme financial circumstances, the following notices shall be given:

| <u>Years of Service</u> | <u>Calendar Days</u> |
|-------------------------|----------------------|
| 2 years but less than 5 | 60                   |
| 5 years or more         | 90                   |

The written notice of layoff shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance. A letter to that effect shall be provided to the bargaining unit member.

3. Once notice is given, the Employer and the affected bargaining unit member by mutual agreement may abbreviate the length of the previously given notice period by agreeing to a lump sum payment of fifty (50) percent of the bargaining unit member's weekly salary for each week that the previously given notice is shortened.

## Section 14.2

### A. Selection for Layoff

In the event that the CEO shall lay off employees because of a reduction in force, layoff shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first.

### B. Layoff

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

### C. Bumping

In the event an employee is scheduled to be laid off, the employee may bump into a position held by the least senior employee at the University and in the bargaining unit in an equal or lower-graded provided the bumping employee is, in the judgement of the employer, qualified and able to perform the responsibility of the position after a brief familiarization period. An employee who has twenty (20) or more years of seniority shall not be susceptible to bumping notwithstanding the seniority of the employee facing layoff.

### D. Appeal Procedure

Bargaining unit members who have been laid off and are aggrieved by the refusal of the employer to permit a bump may appeal that denial as follows:

- Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.
- The Tripartite Appeals Panel shall be comprised of: one member appointed by the Union; one member appointed by the Employer; and one independent hearing officer/arbitrator.
- A hearing will be held on the appeal and forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer may attend to present the Employer's position. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.
- The Tripartite Appeals Panel's ruling on the appeal shall be final and binding. The Tripartite Appeals Panel may not review the decision to curtail or to eliminate services and/or positions. The Employer retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off.
- Appeals Procedure. The issue of Employer determination that the bargaining unit member is not qualified to fill the position in the executive area is the only issue that is appealable. The Tripartite Appeals Panel may not substitute its judgment for that of the Employer; the Tripartite Appeals Panel shall decide only whether the Employer was arbitrary or capricious in making its determination that the unit member was not qualified.

### Section 14.3 Recall

- A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.
- B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days, except in emergency situations, after the date of acceptance of recall.

### Section 14.4 Seniority

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.
- C. This Article shall not apply to employees paid from institute, grant, or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.
- D. Continuity of service shall not be affected by periods of authorized leave and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken during an individual's period of recall, but seniority shall not accrue during the layoff period.

### Section 14.5

Notwithstanding their position on the seniority list, in the event of a layoff three officers designated by the Union shall continue to be employed at all times, provided they can perform the duties of any available positions

### Section 14.6

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours.

### Section 14.7

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off 03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

### Section 14.8

The Employer shall investigate the possibility of identifying appropriate work for certain employees who are in a temporary lay-off status. Such work may or may not be within the job specifications of the employees concerned.

### Section 14.9

This Agreement does not prohibit the Union and the Employer, with the affected employee's consent, from agreeing to a severance payment for an employee facing layoff. If such a severance payment is agreed to, the employee receiving such payment shall have no bumping rights.

#### Section 14.10 - Laid Off Employees

Laid-off employees shall be considered on-campus employees for two (2) years following the effective date of their layoff. Laid-off employees shall have access to on-campus training opportunities to the same extent as current employees for two (2) years after the effective date of their layoff.

#### Section 14.11 Laid off Employees, Eligibility for Vacancies

In the event an employee is scheduled to be laid off or is on layoff status as set forth in Article 14.3.A and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, campus seniority shall prevail in permitting such an employee to fill such position, provided the employee can perform the work. Any employee in such category shall have their name forwarded for any vacant position prior to Article 13 being applicable.

#### Section 14.12 Cost Saving Options

If there are one or more layoffs within the Unit the Employer and Union will meet as expeditiously as possible to examine payroll cost saving options which will permit retention of some or all of the employees identified for layoff.

**ARTICLE 15**  
**OUT OF TITLE WORK**

**Section 15.1 Work in a Lower Classification**

- A. When an employee is assigned by his/her supervisor to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.
- B. An employee who is assigned by his/her supervisor to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.
- C. It is the right of the Employer to assign members of the bargaining unit such tasks and duties as may be needed to meet the operational needs of the University and its subdivisions.

**Section 15.2 Work in a Higher Classification**

- A. Any employee who is clearly directed by his supervisor to perform work in a higher classification shall receive pay in the higher classification for all such work performed for eight (8) hours or more at the step determined by the established method of calculating step placement for promotions.
- B. Except, however, in those cases in which the assignment is to another position within the unit and is determined by the supervisor as not likely exceed fifteen (15) working days the employee shall receive ten (\$10.00) per day for such service. If such service exceeds fifteen (15) working days or is likely to exceed fifteen days the employee shall receive the daily rate or rate obtained by the established method for determining promotions whichever is higher for that period of time and the promotional rate for any days exceeding the fifteen (15) day period.
- C. In cases of work in a "professional" or exempt position, the rate for that position shall be obtained by calculating the hourly rate from the minimum salary for the salary administration plan level of the employee whose position is being temporarily occupied.
- D. Whenever any employee is assigned to any vacant higher rated position he/she shall complete and transmit to his/her supervisor the appropriate form for such actions. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work.
- E. An employee who is assigned by his/her supervisor to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

**ARTICLE 16**  
**CLASSIFICATION AND RECLASSIFICATION**

**Section 16.1 Class Specifications**

- A. The Employer shall provide the Union with a copy of the class specification of each title covered by this contract for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.
- C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Division of Human Resources for the purpose of describing the duties and responsibilities of each job title.

**Section 16.2 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.

**Section 16.3 Appeal of Classification of "Trust Funded" Position**

An employee in a "trust-funded" position who seeks a reclassification shall adhere to the following procedure:

- 1. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto.
- 2. The employee shall file said form with the Manager of Total Compensation and shall forward a copy of it to the Union.
- 3. The Manager of Total Compensation or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request.
- 4. Within ten (10) working days of completion of the job audit, the Manager of Total Compensation or designee(s) shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.
- 5. The Manager of Total Compensation shall make a final determination within thirty (30) calendar days of the hearing.
- 6. The decision of the Manager of Total Compensation may be appealed within ten (10) calendar days to the CEO or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
- 7. When such reclassification request is granted, the moneys necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective at the beginning of the payroll week following the date of the appeal to the Manager of Total Compensation.
- 8. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust funded" positions and the grievance and arbitration procedures of Article 29 shall not apply.

**ARTICLE 17**  
**CLASS REALLOCATIONS**

**Section 17.1**

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

**Section 17.2**

The Employer and the Union agree that the procedure provided in Section 17.1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

**Section 17.3**

The Employer agrees to meet with the Union during the first year of this Agreement to discuss job titles, specifications, and upgrading of positions covered by the Agreement.

**ARTICLE 18**  
**TUITION REMISSION AND WAIVER**

**Section 18.1 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 step child 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 bachelor's 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 c and d above while a spouse or child is enrolled in a course or 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.

c. 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" and have it signed by his/her department head or supervisor and by the Chief Personnel Officer of the college or university at which he/she 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 he/she 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 Regent's 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, including any community service course or program, at any Ccommunity 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 Regent's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

**ARTICLE 19**  
**PROFESSIONAL DEVELOPMENT**

- A. The Employer and the Union recognize the importance of training programs, the development of career ladders, and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.
- B. Toward these ends the Employer and the Union agree to establish a Training and Career Ladders Committee consisting of three (3) persons appointed by the Union and three (3) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement. The committee shall meet within sixty (60) days to draw up rules and regulations. The committee shall determine the content and priority of training and/or retraining programs and the criteria for selection of participants.

C. Career Ladder Training Fund

The Employer agrees to contribute thirty five (\$35.00) per fiscal year, effective July 1, 2007, for each full-time equivalent employee to establish a Career Ladder Training Fund to be available for all members of the unit. The parties recognize the need to provide members of the bargaining unit with opportunities to advance to more responsible positions within the bargaining unit. Such funds may be utilized for unit members to pay for individual educational and training programs in order to improve working skills and knowledge beyond the normal requirements for the position presently held by such employee. Trust funded employees shall be fully eligible for participation in all training programs. Should the budgetary situation on the Amherst campus improve to the point where it may be feasible for the campus to augment the above referenced funds, the contract may be reopened by notice of one party to the other for discussion of that issue only.

A program must be given advance approval and certified by the Career Ladder Training Committee. Such committee will develop guidelines to review proposed programs and internal committee procedures during the initial year of this agreement.

These funds may not be used to enhance salary rates or as a salary bonus. In addition to the programs above, a bargaining unit member may request reimbursement from or expenditure of such funds for any educational or training purpose including, but not limited to, travel, supplies, and equipment. The Employer will hold title to any materials and equipment purchased in whole or in part with such funds. All requests must indicate the specific purpose for the expenditure and no payment shall be made without all documentation required by University policies and procedures. Preference in such training will be given to programs which benefit the University's implementation of new administrative systems.

Any funds not expended prior to January 1, 2001 shall be placed into a Career Ladder Training account to be expended on programs, training seminars, and other such services as agreed upon by the labor-management committee for bargaining unit members. A joint labor-management committee consisting of three members nominated by each party to this Agreement shall be constituted to explore methods for gaining funds to augment this appropriation.

The parties agree that this provision in section C shall be suspended for the duration of this agreement and acknowledge that the University shall have no obligation to seek funding under this agreement for the purposes of this section.

D. Labor/Management Workplace Education Program

- 1. The Employer and the Union recognize that the development and enhancement of employee's basic skills is linked to customer service, employee advancement and employee retention. The existing Labor/Management Workforce Education Program

(LMWEP) provides positive opportunities for employee development and advancement in such basic skills as writing, reading, math, English, communication, computer skills, diversity and leadership. Investment in employee growth and development as well as life long learning is a priority for the Union and the Employer.

2. PSU/MTA UNIT B bargaining members shall have access to the programs and courses of LMWEP, with details of access to specific courses and programs to be determined through the LMWEP Advisory Board.
3. Full release time may be granted for LMWEP classes and some special projects, with the advance approval of the supervisor. Such approval shall not be unreasonably denied.
4. There may be need to provide separate sections of some courses for members of Unit B given that the vast majority of participants in the program are supervised by Unit B members. The Employer agrees to consider providing funding necessary to provide a separate section of courses, which the LMWEP Advisory Board determines would function more effectively without a supervisor and an employee that he/she supervises in the same class.
5. Bargaining unit staff is eligible for leave for professional improvement in cases where it can be clearly demonstrated that such leave will result in specific benefit to the University. Such leave shall be available as a matter of privilege rather than as a right and shall be granted to an eligible staff member only in those cases where the following conditions have been met:
  - a. Such leave shall require prior approval of a specific proposal for professional improvement which outlines the benefits expected for both the University and staff member. This approval must be given by the President for staff in the Office of the President and the Chancellors and the Dean of the Medical School for staff on their respective campuses.
  - b. The professional non-academic staff member has completed six years of equivalent full-time professional service at the University.
  - c. Leave for professional improvement shall not exceed five and one-half months at full salary or eleven months at half salary, but leave may be for shorter periods at greater frequency as may mutually benefit the individual and the University.
  - d. The leave for professional improvement will not result in a net salary cost increase to either the University or the department with which the staff member is associated.
  - e. The University will consider payment of tuition and registration or similar costs attendant with such leave. Payment requires approval by the same official who approves the leave.
  - f. Bargaining unit members who receive approval for professional improvement must return to their duties at the University for at least one full year of service immediately following the expiration of the leave. Failure to comply will obligate the individual to return the salary received during the leave and any other fees paid by the University unless an exception is made by the Board of Trustees.
  - g. In addition, an individual may be granted shorter-term professional leave after two years of equivalent full-time service to the University. Such leave may be a varying duration not to exceed two months within any two-year period and shall be at full pay. Such leave shall be approved by the President for staff in the Office of the President, and the Chancellors and the Dean of the Medical School for staff on their respective campuses. This approval shall be based on a proposal which clearly demonstrates the benefit to be gained by the University from the staff member's exposure to new ideas, skills, and practices. Exceptions to these requirements are possible only upon special justification made to the officer whose approval is required. Paragraphs d, e, and f above shall also apply to this shorter-term leave, except that six months service upon return instead of the one-year service of

paragraph f shall be required.

#### Section 19.6 Educational Leave

Full-time unit members may, upon application and approval, be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

- A. An employee shall be allowed to take one job-related course per semester during said employee's regular hours of work. The determination of whether a course is job related shall be made by the Assistant Vice Chancellor of Human Resources or designee.
- B. An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that, in addition to the time during which an employee is released to take such course, said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances, an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the Institutional Personnel Officer, to travel to and from the work area to the class location.

The parties also agree that the application for professional improvement leave shall contain all information necessary for the Employer to make a decision whether to approve the request, including the necessity to take leave at an individual's home campus. Such requests shall not be unreasonably denied. Denial of any request under this policy shall be grievable only to the Vice Chancellor/Chancellor level.

#### Section 19.7 Fiscal Year 2008 Professional Development Funds

Effective thirty (30) days after the legislature appropriates funds for this contract for fiscal year 2007 only the Campus shall make available to the Training and Career Ladders Committee a sum of money equivalent to 0.5% of the state funded payroll of employees in this bargaining unit. These funds shall be expended not later than June 30, 2008. The parties understand this is a one time provision of funds and will not be included in subsequent collective bargaining agreements unless agreed to by the parties in those subsequent negotiations.

**ARTICLE 20**  
**PROBATIONARY EMPLOYEES**

**Section 20.1**

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

**Section 20.2**

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

**Section 20.3**

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

**Section 20.4**

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected union activity.

**Section 20.5**

An employee whose employment is severed with the University must serve an additional probationary period upon re-employment, whether in the same or a different job title.

**Section 20.6**

During the probationary period an employee may not transfer. Nothing contained in this section shall deny an employee the right to a promotion pursuant to Article 10.

**ARTICLE 21**  
**DISCIPLINARY ACTION**

**Section 21.1**

An employee having successfully completed the required probationary period shall not be discharged, suspended, or demoted for disciplinary reasons without just cause. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. However, in some serious circumstances, where acts of omissions of a bargaining unit member have resulted or will result in serious harm to the institution or members of the campus community, severe sanctions may be imposed in the first instance.

**Section 21.2**

The Union shall receive a concurrent notice of all disciplinary charges, hearings, and decisions.

**ARTICLE 22**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures.

**Section 22.1 Definitions**

- A. **Grievant** - shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.
- B. **Grievance** - shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- C. **Day** - Except as otherwise provided in this Article, "day" shall mean a calendar day. All time lines shall be maxima unless waived by mutual written agreement of the parties
- D. **Immediate Supervisor** - the term "Immediate Supervisor" for the purposes of this Article shall mean the immediate work supervisor designated by the CEO.
- E. **Intermediate Supervisor** - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

**Section 22.2**

- A. A grievance may be filed at the level at which the action or inaction being grieved occurred.
- B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her 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 written agreement of the parties. Any time limit which expires on a weekend or a holiday shall be extended automatically to the next business day following that weekend or holiday. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under step 4C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at any step of the grievance procedure. No other representation shall be permitted. The Union shall notify the immediate supervisor, the department head, the CEO and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not

to be considered a breach of this notice requirement.

- D. A grievance may be withdrawn at any level.
- E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in grievance.
- F. 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 making 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 CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

### Section 22.3 Procedure for Filing of a Grievance

#### A. Step 1: Informal - Immediate Supervisor and/or Department Head.

A grievant shall institute the grievance procedure of this Article by filing with his/her immediate supervisor and/or department head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than ten (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The immediate supervisor and/or department head shall meet or arrange to meet within five (5) days with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the immediate supervisor and/or department head have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to the next level.

#### B. Step 2: Intermediate Supervisor - Department Head and/or Personnel Officer

If the grievant elects to proceed to this step, within five (5) days after the expiration of the final time period provided for in step 1, he/she shall file a grievance with the department head, and/or the personnel officer or designee. The department head, and/or personnel officer or designee shall meet or arrange to meet with the grievant(s) within five (5) days to resolve the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall respond in writing within ten (10) days from the date of the meeting.

#### C. Step 3: Campus Labor Relations Administrator

If the grievant elects to proceed to this step, within seven (7) days of receipt of the step 2 decision, he/she shall send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days). The grievant may request of the CEO the presence and participation of those individuals who have knowledge relevant to the grievance. If the CEO agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The CEO may render a written decision within ten (10) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at step 3. If within ten (10) days of a meeting at this level the matter is unresolved, the party bringing the grievance may advance the grievance to the next step in the grievance procedure.

#### D. Step 4: Office of the President

Within five (5) days of receiving the step 3 decision, If the grievant elects to proceed to step 4 s/he shall deliver, in writing to the Director of Human Resources of the President's Office, his designee, or successor in authority in the Office of the President of the University of

Massachusetts, a copy of the grievance together with a notice of appeal to the person described hereinabove. Within ten (10) days of receipt of this notice, a meeting shall be held between the grievant and his/ her union representatives, the campus administrator responsible for the department or division in which the grievant is employed, the campus labor relations administrator, and the designated person from the office of the Director of Human Resources for the Office of the President of the University of Massachusetts. If such meeting does not produce a resolution of the matter it shall be referred to the next step in the process.

E. Step 5: Mediation and Arbitration.

Within forty (40) days of the step 4 meeting, or the last date on which such meeting should have occurred, arbitration of a grievance may be initiated. Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance. A grievance mediator shall be requested from the Massachusetts Board of Conciliation & Arbitration or the parties may agree on a neutral of their own choosing. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties. If after sixty (60) days from the request for grievance mediation the matter is not settled, the matter shall be referred to Arbitration. All statements, documents, communications, and correspondence exchanged or made during or concerning grievance mediation shall not be admissible at Arbitration. In all mediation proceedings, mediator's fees and expenses shall be paid 50% by the Union and 50% by the Employer. The Union maintains the right to proceed to arbitration.

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, the resolution of which heretofore has been sought by a member(s) of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s), and the Employer in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and the CEO or designee that it intends to submit a grievance to arbitration.
3. The Union and the Employer shall select an arbitrator from the following panel: Gary Altman, Joan Dolan, Richard Higgins, Sharon Henderson Ellis, Marcia Saylor, Roberta Golick, Ann Gosline, Nancy Peace, Michael Ryan and Gary Wooters. They shall be selected by rotating turns. If the arbitrator next in line is not available, the next available shall be selected.
4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date. The Union and Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
5. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
  - a. Whether the Union and such employee or group of employees, where an employee or group of employees sought resolution of the grievance through the applicable steps of this Article, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
  - b. Whether the complaint alleges an express breach of the contract;
  - c. Whether the arbitrator has jurisdiction to arbitrate; and

- d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provision of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

6. In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Employer.

A stenographic record may be made of an arbitration hearing, with the party desiring a copy paying the cost of such record. If both parties desire copies of the stenographic record, they shall share the cost equally. If a stenographic record is made of the arbitration hearing, a copy shall be given to the arbitrator.

#### Section 22.4

The following expedited arbitration process may be used to resolve grievances at the arbitration stage instead of the arbitration procedure described hereinabove:

- A. Consistent with time limits described elsewhere in this Article, the Union may request a hearing before a tripartite panel to consist of one neutral, who should be a trained arbitrator mutually agreeable to the parties, one person designated by the Union, and one person designated by the Employer. The tripartite session may be held following the conclusion of step three. While only the Union may request expedited arbitration, nothing shall prohibit the Employer from suggesting that a particular case might be appropriate for this process.
- B. The Union's request for a tripartite hearing shall be sent to the campus labor relations administrator or designee on a form which also contains a waiver signed by the grievant which states that he/she understands the panel's decision is final and binding and that he/she waives any right to file for arbitration. The Employer shall review the Union's request for a tripartite hearing and shall notify the Union within twenty (20) days whether it agrees to the request.
- C. Termination cases shall be excluded from consideration under this process.
- D. Any materials which the parties may wish to submit for consideration by the tripartite panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.
- E. At the hearing, the Union and the Employer may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.
- F. The neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The neutral may not compel a settlement. At the hearing, both parties shall have a decision-making authority present in the event a settlement is proposed.
- G. The tripartite panel shall rule on the grievance by majority vote. Deliberations of the panel are limited to thirty (30) minutes per case. All decisions of the tripartite panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the Employer the day following the hearing unless otherwise agreed to by the parties.
- H. Fees charged by the elected neutral shall be paid equally by the Union and the Employer.

- I. The Unit-wide Labor/Management Committee shall regularly review the program and make any minor modifications deemed necessary.

#### Section 22.5 Application

The parties hereby agree that the provisions of section 53 of chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

#### Section 22.6 Admission & Grounds of Appeal

- A. Admission - The resolution of a grievance by the immediate supervisor, the department head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.
- B. 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, section 10, 11 and 12 of the General Laws.

#### Section 22.7

In addition to its right to be present at all grievance steps, the Union shall receive a concurrent notice of all grievance hearings and decisions at step 2 and above.

## **ARTICLE 23 PERSONNEL FILES**

### Section 23.1

- A. An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to 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.
- B. There shall be only one (1) official personnel file for the employee.
- C. Unit members shall not be charged for "reasonable" copies of material within their personnel file.

### Section 23.2

Whenever any substantive materials are inserted into the personnel file or records of an employee, such employee shall be given a copy of such material.

### Section 23.3

- A. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file. If the Employer and an employee agree that certain factual information in his/her personnel file is inaccurate such information shall be corrected and expunged.
- B. Grievances relative to materials in the personnel file shall be limited to those materials, which result in a negative action. Upon determination at any step of the grievance procedure that such material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate material, or portion thereof shall be removed from the file, together with any of the employee's statements related thereto.

### Section 23.4

Whenever any individual(s) inspects the personnel file of a unit member, except those who do so in the regular course of business, the date and name of the individual(s) shall be noted in the file.

**ARTICLE 24**  
**EVALUATION OF EMPLOYEES**

**Section 24.1**

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 improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate, and fair performance appraisals;
- 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 24.2**

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 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, 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;
- E. Supervisory ability (if employee supervises others).

**Section 24.3**

A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Standards" 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 "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" rating.

#### Section 24.4 Section Evaluation Appeal Process

- A. If a "Does Not Meet Standards" rating is received, the employee will receive a ninety (90) day re-evaluation period.
- B. 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 Standards" rating has been achieved.
  - 1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he/she shall be eligible for the denied step and/or salary increase effective from the date of receiving the "Meets Standards" rating.
  - 2. At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" 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 "Does Not Meet Standards" review.
- C. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for step purposes shall not be retarded.

#### Section 24.5

- 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.

#### Section 24.6

The implementation of section 24.3, sub-sections A and C, and section 24.4 of this article shall be subject to guidelines developed by a campus labor-management committee.

#### Section 24.7

Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Does Not Meet Standards" ratings.

#### Section 24.8

The Union and Employer will form a joint committee of three (3) representatives from each side to recommend a new evaluation form not later than July 1, 2000. Upon recommendation, the parties shall meet and determine if such form shall be put it use for evaluation of bargaining unit employees.

#### Section 24.9

Whenever pay increases are based on a satisfactory rating on an employee evaluation in cases where supervisors have not completed the appropriate evaluation, no member shall be denied an increase on that basis.

**ARTICLE 25**  
**LABOR/MANAGEMENT COMMITTEE**

There shall be established, a Committee to be known as the Labor/Management Committee. Such Committee shall be comprised of no more than six (6) members: three (3) representing the Employer and three (3) representing the local Union. Such representatives shall be appointed respectively by the CEO and the local Union. In addition, the CEO shall designate the chairperson for campus administration and the Union shall designate the chairperson for the Union. The purpose of said committee shall be to discuss matters of mutual concern to the campus and the Union.

There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings. 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 26**  
**NO STRIKE/NO LOCKOUTS**

**Section 26.1**

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

**Section 26.2**

The Union shall exert its best efforts to prevent any violation of section 26.1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

**Section 26.3**

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

**ARTICLE 27**  
**COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

**Section 27.1**

The cost items contained in this Agreement are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, chapter 150E, section 7 and allocated by the Governor to the University of Massachusetts, in which case the cost items shall be effective on the dates provided in this Agreement.

**Section 27.2**

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

**Section 27.3**

The University shall make a request for the funding of this Agreement as required by Massachusetts General Laws, chapter 150E, section 7. In the event that the additional, specific, complete, and identifiable funding in each year of this agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

Any disputes involving this Article shall be subject to binding arbitration.

## **ARTICLE 28** **HEALTH AND SAFETY**

### **Section 28.1**

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 Employer 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. Prior to the promulgation of any such rules and regulations by the Employer, the CEO shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at any campus on the date of this Agreement.

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. When an employee is injured while at work, the Employer shall complete and process the standard form for Employer's first report of injury within two (2) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article not resolved at step 3 of the grievance procedures, set forth in Article 29 of this Agreement, may be referred to a three (3) member review committee within seven (7) days of receipt of the step 3 decision. Said committee shall be comprised of the Director of Environmental Health and Safety or equivalent, one Union-designated representative and one management-designated representative to review and make recommendations to the Chancellor. The committee shall meet within fifteen (15) working days of said referral and shall make recommendations within ten (10) working days of the meeting. Time limits may be extended by mutual agreement of the parties.

Supervisors covered by this Agreement are essential to the implementation and maintenance of an effective safety program. Supervisors are expected to exercise their independent judgement and authority in assuring that all safety standards, including those in this and other collective bargaining agreements, are honored. Supervisors should be aware of and enforce all applicable rules policies, regulations, and laws pertaining to safety at work. The provisions concerning safety in this Article are clearly understood not to be an exhaustive list of all safety practices and procedures which supervisor's should enforce.

### **Section 28.2**

There shall be established a committee to be known as the Union/Management Safety Committee. Such committee shall be composed of six (6) members, three (3) representing the Employer and three (3) representing the Union. Such committee may reduce their number by mutual agreement. The purpose of the committee shall be to promote a safe, clean, and wholesome environment; the development of safety programs and procedures; and shall focus attention on any injuries which have resulted; and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the committee each year. Additional meetings shall be arranged at the request of either party.

Any health and safety issue which cannot be resolved by the local level Safety Committees may be referred, by mutual agreement of both parties, to the University Level Labor/Management Committee for discussion.

### Section 28.3

Where uniforms, protective clothing, safety shoes, safety glasses, or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing, or any type of protective device will be provided by the Employer.

### Section 28.4

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five or more feet, or when working more than ten feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. The provisions of all applicable rules, standards, regulations, and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment, and structures their installation, maintenance and operation within this University. The Employer and the Union shall endeavor to conform to such rules, standards, regulations, and codes.
6. Employees shall notify the appropriate office of the University (i.e. Labor Relations Department or the Physical Plant Division) prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
7. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
8. Employees needing transportation shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
9. Employees shall not be assigned excessive or unreasonable workloads.
10. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
11. The Employer shall supply chemicals to eliminate nauseous odors.
12. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.
13. An occupational health and safety program is available to employees for emergency care.
14. The Employer shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the University. The Employer agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment.
15. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.
16. Except at locations where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and power lifts, no member of the custodial force shall be required to perform such tasks using said equipment.
17. Any grievance which cites an alleged violation of this Article and which remains unresolved following the step 2 decision may be referred to the campus Department of

Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to step 3.

18. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted and all reports of suspected areas of asbestos hazard shall be promptly investigated.

#### Section 28.5

- A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.
- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment, any break, or lunch period otherwise authorized by this Agreement.
- C. The CEO/designee shall make reasonable efforts to reduce Repetitive Strain Injuries within the institution.
- D. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

#### Section 28.6

Employees who are required to wear safety shoes by Management shall be supplied with such shoes. The safety shoes supplied shall comply with all applicable regulations. A joint labor-management committee shall be established consisting of three representatives of each party to assess which jobs require safety shoes. The decision of management as to who wears safety shoes shall be final and is not subject to the grievance and arbitration provision of this Agreement.

**ARTICLE 29**  
**CONTRACTING OUT**

Prior to issuing any requests for bids or proposals for consultants or outside vendors which may involve layoffs of union employees or contracting out of bargaining unit work not currently contracted out, the Employer shall notify the Union. A Labor/Management Committee shall meet within five (5) working days at the Union's request to discuss alternatives to contracting out. When contracting out is contemplated which will result in a layoff, but prior to its implementation, there shall be established, at the campus level, a Special Labor/Management Committee. The committee shall consist of persons designated by the appropriate Union officials and persons designated by the Employer. Said committee's review may include, but is not limited to the cost effectiveness of one system compared to the other (PSU/MTA UNIT B Supervisory unit members vs. outside vendor); the quality of work and the impact on career development. Within a reasonable amount of time, if possible, the committee shall develop and recommend alternatives. The parties shall establish a Special Labor/Management Committee to address general areas of concern relating to the contracting out of services.

**ARTICLE 30**  
**EMPLOYEE COMPENSATION**

**Section 30.1 Annual Salary Rate Increase**

- A. Effective April 3, 2005, employees shall receive a base increase equal to two percent (2%) of the employee's current annual salary as of that date.
- B. Effective January 1, 2006, employees shall receive a base increase equal to two percent (2%) of the employee's current annual salary as of that date.
- C. Effective January 1, 2007, employees shall receive a base increase equal to two percent (2%) of the employee's current annual salary as of that date. All economic changes shall be effective on the first Sunday following the date denominated except when the date denominated is a Sunday, in which case they shall be effective on that date.

**Section 30.2 Step Rate Increases and Promotions.**

- A. An employee shall advance under the terms of this Agreement to the next higher step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher rate after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date, as determined within this article.  
In the event an employee is denied a step rate increase by his/her CEO, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.
- B. Whenever an employee receives a promotion, as defined in Article 13, 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. find the next higher step within the employee's current job group or for employees at the maximum rate within their current job group multiply the employee's current rate by one and two one-hundredths (1.04)<sup>2</sup>
  - 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.
- D. A unit employee who is appointed to a position in a lower salary grade shall be placed in a step in grade within his/her new job grade based upon the employee's creditable years of service in an equivalent job grade or higher job grade. However, the step in grade of a unit employee who is appointed to a lower graded position that is higher in grade than a third position occupied by the employee during the year preceding said appointment shall be determined as if the placement in the new position were a promotion from the lower graded third position, if this will result in a higher step placement for the employee.

**Section 30.3 General Provisions**

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

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<sup>2</sup> See Side letter I - Promotion Factor

- B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 30.4 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 30.5 Salary Adjustments for Employees Entering from Other State Bargaining Units.

- A. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, in the grade level of the position which they are being hired into, 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 the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a lower grade level than the position which they are being hired into, shall be placed at a step-in-grade in accordance with the provisions of section 30.3 of this Article.
- C. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a higher grade level than the position which they are being hired into, 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 30.6

Retroactive salary increases as provided for in this Article shall apply only to those employed on the execution date of this Agreement. However, former bargaining unit members who died, retired, were laid-off, or transferred out of the bargaining unit, but remained in the employ of the University during the time between June 30, 2004, and the execution date shall receive appropriate increases as provided in this Article for their period of employment.

Section 30.7

Campus Special Needs Fund of 3/10ths of 1% (less the cost of increasing standby and weekend differential) shall be established. The parties will meet and bargain procedures and processes to expend this fund.

**ARTICLE 31**  
**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 the Employer agrees to reopen negotiations on said issue(s).

The provisions of this Article notwithstanding the parties may by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 28.

**ARTICLE 32**  
**DURATION**

This Agreement shall be for the one (1) year period from July 1, 2007 to June 30, 2008 and the terms and conditions of employment contained herein shall become effective on the date of its execution by the parties 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 or either party gives sixty (60) days notice of cancellation of the agreement to the other by certified mail return receipt requested.

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

In witness to the agreement reached on the terms and conditions of employment and memorialized in this agreement the duly authorized representatives of the parties' affix their signature below on this \_\_\_\_ day of October 2007.

THE UNIVERSITY OF MASSACHUSETTS

PROFESSIONAL STAFF UNION/  
MASSACHUSETTS  
TEACHERS ASSOCIATION, Unit B

By \_\_\_\_\_  
Jack Wilson, President of the University

By \_\_\_\_\_  
Kathy Rhines, President PSU/MTA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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## **SIDE LETTERS AND AGREEMENTS**

### **SIDE AGREEMENT**

Notwithstanding the recognition provisions of Article 3 herein the following individuals regardless of title are members of this Unit: John Rogoloweski.

### **SIDE LETTER A PARKING**

The Union accepts the multi-union agreement reached between the University and its several unions as to parking rates and waives any right to bargain over parking rates addressed in that agreement. This unit shall be included in any future multi-union bargaining over parking rates.

### **SIDE LETTER B CELL PHONES**

The parties mutually agree that the provision of cellular phones to employees required to travel to perform University related business is a desirable policy.

Within sixty (60) days of the execution of this Agreement, the members of this unit shall have access to those cellular phones provided through the Vice Chancelleries pursuant to the PSU/MTA UNIT B Agreement.

### **SIDE LETTER C ESSENTIAL EMPLOYEE LIST**

The Employer agrees to provide to the Union the list of employees designated as essential for weather and other emergency situations.

### **SIDE LETTER D BLOOD BORNE PATHOGENS**

The parties agree that employees whose occupations may place them at risk for exposure to blood-borne pathogens should receive education and information about treatment for such exposures. Any recommendation or policy which results from the review of this issue by the professional unit Campus Labor/Management committee shall be widely disseminated and all bargaining unit members of Unit B shall be informed of appropriate procedures and treatment and its availability in cases of exposure.

### **SIDE LETTER E WELLNESS PROGRAM**

If the process described in the PSU/MTA Unit B contract results in the establishment of a wellness program for departments represented in this bargaining unit, then the Labor/Management committee shall discuss its application to this unit.

**SIDE LETTER F**  
**AGREEMENTS PERTAINING TO CAMPUS SECURITY**

The following provisions shall apply to Institutional Safety Officers who are members of this bargaining unit and employed in the Department of Public Safety:

1. 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, 1999, an allowance of five hundred dollars (\$500.00) will be provided.
2. Notwithstanding the provisions for premium pay for overtime work, employees may be required to attend daily roll call which shall commence fifteen minutes before the start of their regular shift. No overtime compensation shall be paid for roll call. However Unit B employees who are required to stand roll call shall receive forty dollars (\$40.00) roll call pay for each workweek. An employee who is late for roll call shall not receive roll call pay for that work day.
3. Should the Department of Public Safety change the uniforms worn by campus security, it shall continue the past practice in providing start-up uniforms and equipment for the new uniform.

**SIDE LETTER G**  
**ADA ESSENTIAL FUNCTIONS REVIEW**

During the life of this agreement, the Union acknowledges and agrees that an ADA essential functions review of unit positions may occur. The Union shall be given advance notice of such review and a joint labor-management team, created of three (3) members from each party to the agreement, serves as the sole forum to refer issues and concerns raised by unit members about such review. The Employer agrees to meet all legal bargaining requirements as it is made aware of them and agrees it has such an obligation concerning this process.

**SIDE LETTER H**  
**NOTIFICATION OF INTEREST IN JOBS**

During the life of this agreement, if the University determines it can implement a system using either e-mail or web based processes to allow employees to efficiently indicate their desire to have their name forwarded to particular positions, they shall notify the Union. A meeting shall be scheduled within thirty (30) days of such notice. After such meeting, the process may be implemented and only the names of those showing interest shall be forwarded for consideration in job vacancies.

**SIDE LETTER I**  
**PROMOTION FACTOR FOR TOP STEP**

Effective July 1, 2006, change one and four one-hundredths (1.04) to one and one tenth (1.1). The employee's new salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

**SIDE LETTER J**  
**PHYSICAL PLANT ESSENTIAL EMPLOYEES COMPENSATION ON EMERGENCY**  
**CLOSURE DAYS**

Physical Plant employees designated as essential reporting to work during University closures due to inclement weather shall receive double time pay instead of compensatory time for all hours worked during such closure.

**SIDE LETTER K**  
**PROFESSIONAL DEVELOPMENT FUNDS**

The Union and the Employer recognize that a supplemental appropriation may be assessed to provide funds for professional development which was formerly provided by appropriations, such as those provided for in the Career Training Fund authorized by Article 19 of this agreement. Should such appropriation be made, the parties will meet to discuss the distribution of such funds within any restrictions which may have been provided for such appropriation. The University shall have no obligation to provide funds for Career Training or other professional development under this contract, unless they are provided by supplemental appropriation. This shall be a non-published side letter.

**SIDE LETTER L**  
**CONSIDERATION OF ALTERNATIVE SALARY DETERMINATION SYSTEM**

Within ninety (90) days of the President of the University signing this Agreement, a labor-management committee shall be established to consider and recommend to the parties for ratification alternative systems for determining salary such as replacing the step schedule with salary ranges.

**SIDE LETTER M**  
**SAFETY EQUIPMENT REVIEW COMMITTEE**

During the life of this Agreement a Labor-Management Committee will be established consisting of three (3) bargaining unit employees and a management representative from Physical Plant, Housing and Dining Services to review the provision of safety equipment and to recommend more uniform practices.

## Schedule of Salary Rates

As of July 8, 2007

| Job Grade | Step 1<br>Bi-Weekly | Step 2<br>Bi-Weekly | Step 3<br>Bi-Weekly | Step 4<br>Bi-Weekly | Step 5<br>Bi-Weekly | Step 6<br>Bi-Weekly | Step 7<br>Bi-Weekly | Step 8<br>Bi-Weekly | Step 9<br>Bi-Weekly | Step 10<br>Bi-Weekly | Step 11<br>Bi-Weekly | Step 12<br>Bi-Weekly | Step 13<br>Bi-Weekly | Step 14<br>Bi-Weekly |
|-----------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1         | \$829.34            | \$844.47            | \$859.83            | \$875.49            | \$891.42            | \$907.69            | \$924.23            | \$941.04            | \$958.20            | \$975.67             | \$995.14             | \$1,015.03           | \$1,035.33           | \$1,056.03           |
| 2         | \$845.75            | \$860.84            | \$876.26            | \$891.95            | \$907.87            | \$924.15            | \$940.68            | \$957.51            | \$974.64            | \$992.05             | \$1,011.87           | \$1,032.12           | \$1,052.73           | \$1,073.79           |
| 3         | \$859.57            | \$876.58            | \$893.94            | \$911.63            | \$929.68            | \$948.14            | \$966.89            | \$986.05            | \$1,005.58          | \$1,025.51           | \$1,046.02           | \$1,066.94           | \$1,088.26           | \$1,110.01           |
| 4         | \$883.72            | \$900.82            | \$918.18            | \$935.89            | \$954.02            | \$972.37            | \$991.18            | \$1,010.31          | \$1,029.81          | \$1,049.67           | \$1,070.65           | \$1,092.08           | \$1,113.90           | \$1,136.15           |
| 5         | \$898.94            | \$917.44            | \$936.27            | \$955.51            | \$975.10            | \$995.12            | \$1,015.58          | \$1,036.42          | \$1,057.74          | \$1,079.43           | \$1,100.99           | \$1,123.00           | \$1,145.45           | \$1,168.34           |
| 6         | \$932.39            | \$950.75            | \$969.60            | \$988.72            | \$1,008.29          | \$1,028.20          | \$1,048.54          | \$1,069.26          | \$1,090.40          | \$1,111.96           | \$1,134.18           | \$1,156.85           | \$1,179.98           | \$1,203.57           |
| 7         | \$955.63            | \$975.80            | \$996.34            | \$1,017.39          | \$1,038.86          | \$1,060.80          | \$1,083.23          | \$1,106.08          | \$1,129.41          | \$1,153.26           | \$1,176.34           | \$1,199.85           | \$1,223.84           | \$1,248.32           |
| 8         | \$978.13            | \$999.92            | \$1,022.17          | \$1,044.92          | \$1,068.20          | \$1,092.00          | \$1,116.36          | \$1,141.20          | \$1,166.61          | \$1,192.60           | \$1,216.45           | \$1,240.78           | \$1,265.59           | \$1,290.88           |
| 9         | \$1,015.58          | \$1,039.38          | \$1,063.68          | \$1,088.59          | \$1,114.12          | \$1,140.22          | \$1,166.89          | \$1,194.21          | \$1,222.18          | \$1,250.84           | \$1,275.82           | \$1,301.33           | \$1,327.37           | \$1,353.90           |
| 10        | \$1,055.22          | \$1,080.52          | \$1,106.45          | \$1,132.99          | \$1,160.16          | \$1,187.97          | \$1,216.49          | \$1,245.67          | \$1,275.52          | \$1,306.14           | \$1,332.26           | \$1,358.89           | \$1,386.05           | \$1,413.77           |
| 11        | \$1,092.24          | \$1,119.81          | \$1,148.10          | \$1,177.08          | \$1,206.80          | \$1,237.26          | \$1,268.50          | \$1,300.53          | \$1,333.34          | \$1,367.00           | \$1,394.32           | \$1,422.17           | \$1,450.62           | \$1,479.64           |
| 12        | \$1,140.67          | \$1,169.73          | \$1,199.47          | \$1,230.00          | \$1,261.27          | \$1,293.31          | \$1,326.20          | \$1,359.94          | \$1,394.50          | \$1,429.99           | \$1,458.58           | \$1,487.74           | \$1,517.46           | \$1,547.80           |
| 13        | \$1,204.91          | \$1,235.62          | \$1,267.13          | \$1,299.44          | \$1,332.55          | \$1,366.51          | \$1,401.39          | \$1,437.07          | \$1,473.74          | \$1,511.29           | \$1,541.53           | \$1,572.33           | \$1,603.75           | \$1,635.83           |
| 14        | \$1,255.28          | \$1,290.99          | \$1,327.81          | \$1,365.68          | \$1,404.56          | \$1,444.63          | \$1,485.78          | \$1,528.14          | \$1,571.71          | \$1,616.50           | \$1,648.81           | \$1,681.76           | \$1,715.39           | \$1,749.68           |
| 15        | \$1,318.61          | \$1,357.43          | \$1,397.39          | \$1,438.51          | \$1,480.86          | \$1,524.42          | \$1,569.28          | \$1,615.47          | \$1,663.03          | \$1,712.04           | \$1,746.24           | \$1,781.20           | \$1,816.82           | \$1,853.16           |
| 16        | \$1,389.93          | \$1,432.27          | \$1,475.85          | \$1,520.77          | \$1,567.05          | \$1,614.74          | \$1,663.84          | \$1,714.53          | \$1,766.71          | \$1,820.47           | \$1,856.89           | \$1,893.99           | \$1,931.86           | \$1,970.47           |
| 17        | \$1,473.74          | \$1,517.78          | \$1,563.10          | \$1,609.85          | \$1,657.93          | \$1,707.49          | \$1,758.52          | \$1,811.07          | \$1,865.22          | \$1,920.96           | \$1,959.37           | \$1,998.55           | \$2,038.49           | \$2,079.26           |
| 18        | \$1,544.26          | \$1,591.14          | \$1,639.46          | \$1,689.24          | \$1,740.54          | \$1,793.43          | \$1,847.88          | \$1,903.96          | \$1,961.82          | \$2,021.38           | \$2,061.83           | \$2,103.01           | \$2,145.05           | \$2,187.97           |
| 19        | \$1,624.18          | \$1,674.04          | \$1,725.41          | \$1,778.45          | \$1,833.01          | \$1,889.29          | \$1,947.26          | \$2,007.09          | \$2,068.69          | \$2,132.21           | \$2,174.85           | \$2,218.33           | \$2,262.68           | \$2,307.92           |
| 20        | \$1,711.42          | \$1,762.97          | \$1,816.02          | \$1,870.70          | \$1,926.99          | \$1,985.00          | \$2,044.74          | \$2,106.28          | \$2,169.66          | \$2,234.97           | \$2,279.66           | \$2,325.27           | \$2,371.73           | \$2,419.16           |
| 21        | \$1,791.03          | \$1,845.78          | \$1,902.18          | \$1,960.32          | \$2,020.26          | \$2,081.99          | \$2,145.65          | \$2,211.28          | \$2,278.86          | \$2,348.51           | \$2,395.49           | \$2,443.37           | \$2,492.22           | \$2,542.04           |
| 22        | \$1,879.91          | \$1,937.76          | \$1,997.41          | \$2,058.88          | \$2,122.25          | \$2,187.56          | \$2,254.89          | \$2,324.30          | \$2,395.87          | \$2,469.58           | \$2,518.98           | \$2,569.35           | \$2,620.72           | \$2,673.13           |
| 23        | \$1,976.18          | \$2,035.74          | \$2,097.09          | \$2,160.30          | \$2,225.41          | \$2,292.45          | \$2,361.57          | \$2,432.74          | \$2,506.02          | \$2,581.57           | \$2,633.21           | \$2,685.83           | \$2,739.54           | \$2,794.32           |
| 24        | \$2,065.54          | \$2,127.94          | \$2,192.20          | \$2,258.46          | \$2,326.63          | \$2,396.91          | \$2,469.34          | \$2,543.94          | \$2,620.78          | \$2,699.97           | \$2,753.97           | \$2,809.02           | \$2,865.19           | \$2,922.46           |
| 25        | \$2,154.87          | \$2,220.41          | \$2,287.91          | \$2,357.41          | \$2,429.14          | \$2,502.96          | \$2,579.06          | \$2,657.48          | \$2,738.28          | \$2,821.54           | \$2,877.94           | \$2,935.50           | \$2,994.20           | \$3,054.07           |
| 26        | \$2,234.47          | \$2,302.76          | \$2,373.13          | \$2,445.71          | \$2,520.47          | \$2,597.52          | \$2,676.89          | \$2,758.74          | \$2,843.03          | \$2,929.97           | \$2,988.53           | \$3,048.33           | \$3,109.25           | \$3,171.42           |