

AGREEMENT BETWEEN
THE
BOARD OF TRUSTEES
OF THE
UNIVERSITY OF MASSACHUSETTS
AND THE
UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS,
LOCAL 2322
RESIDENT ASSISTANT UNIT

July 1, 2005 to June 30, 2008

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This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts (hereinafter referred to as the “Employer/University Administration”), and the RA/CDA Union, United Automobile Aerospace and Agricultural Implement Workers, Local 2322 (hereinafter referred to as the “Union”).

ARTICLE 1 RECOGNITION

Pursuant to MLRC certification dated March 13, 2002, Case No. SCR-01 2246, the Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to rates of pay, wages, hours of employment and other conditions of employment for bargaining unit members employed by the University at its Amherst Campus, in a unit consisting of Resident Assistants (RA’s) and Community Development Assistants (CDA’s), excluding all other employees at the University.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer/University Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.

Section 2. Except as specifically modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration. Among these rights are 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; promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge employees; to contract out work; to determine the time for work, staffing pattern and work area; to transfer employees; to determine whether work shall be performed by bargaining unit employees or others; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, to reorganize 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; and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such restrictions governing the exercise of these rights as are expressly provided in this Agreement. The enumeration of specific rights shall not be construed to waive or otherwise constitute an omission of any other right or privilege.

Section 3. The judgment of an arbitrator shall not be substituted for that of the Employer/University Administration with regard to any complaint or grievance based

upon a challenge of a management right, subject only to the express provisions of this Agreement.

Section 4. Notwithstanding any other provision of this Agreement, an arbitrator shall have no authority to exercise any non-delegable authority of the Board of Trustees of the University of Massachusetts or the Administration.

ARTICLE 3 SCOPE OF AGREEMENT

The parties agree that the subjects of negotiation and the scope of this Agreement shall extend only to the wages, hours, benefits, and other terms and conditions of employment for bargaining unit members and that the scope of this Agreement shall explicitly exclude all academic matters and all non-employment matters related to the student status of bargaining unit members; and that there be no substitution of an arbitrator's or any other individual's judgment for that of the University with respect to any academic matter or any other aspect of a bargaining unit member's status as a student. Matters explicitly excluded from the scope of negotiations and coverage of this Agreement include, without limiting the generality of the foregoing, academic, disciplinary or other prerequisites for service or continued service as a member of the bargaining unit, as well as grading policies and practices, academic standards, the rules, standards, and administration of financial aid, and the code of student conduct, its administration and associated procedures.

ARTICLE 4 UNION SECURITY

Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues and/or initiation fee on behalf of each RA/CDA.

Section 2. An RA/CDA may consent in writing to the authorization of the deduction of Union dues and/or initiation 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/University Administration and shall bear the signature of the RA/CDA. An RA/CDA may withdraw his/her Union dues and/or initiation fee checkoff authorization by giving at least sixty (60) days notice in writing to the Administration's Human Resources Office and the Treasurer of the Union. The foregoing notwithstanding, deduction of dues and/or initiation fee will automatically and immediately cease for an RA/CDA upon his/her departure from the bargaining unit.

Section 3. The Employer/University Administration shall deduct dues or the initiation fee from the pay of RA/CDAs 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 or initiation fee are transmitted (except for those RA/CDA's who have, in accordance with FERPA, directed the University to suppress publication of any directory information) within thirty (30) calendar days after the last day of the month in which the

deduction is made, provided that the Employer/University Administration 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/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

Section 4. In the event of administrative error or other concerns involving the authorized deductions of Union dues or initiation fee from RA/CDAs' wages, the parties shall expeditiously meet to attempt to correct the error or address the difficulties. This provision is not subject to the grievance and arbitration procedure in Article 15 of this Agreement.

Section 5. The Treasurer of the Union shall submit and certify to the Employer/University Administration the amount of the Union dues upon signing of the collective bargaining agreement, and shall notify the Employer/University Administration in writing of any changes in that amount at least thirty (30) calendar days in advance of the effective date of the change.

Section 6. The Union will indemnify and hold the Employer/University Administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Article.

ARTICLE 5 AGENCY SERVICE FEE

Section 1. Each RA/CDA who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of employment, an agency service fee to the Union pursuant to the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Labor Relations Commission.

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

Section 3. The Union shall reimburse the Employer/University Administration for any expenses incurred as a result of being ordered to reinstate an RA/CDA terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer/University Administration shall have no obligation to defend the termination.

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any

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

Section 5. It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Union Security Article, and the Union hereby agrees it will indemnify and hold the Employer/University Administration harmless from any claims, actions or proceedings by an RA/CDA arising from the termination of an RA/CDA hereunder or from deductions made by the Employer/University Administration.

ARTICLE 6 UNION BUSINESS

Section 1. Union Use of Premises

The Union will be permitted to use such facilities of the Employer/University Administration for the transaction of Union business subject to usual and established fees, availability, and normal scheduling procedures.

Section 2. Bulletin Boards

The Union may post notices on bulletin boards provided in each Cluster office for official union business. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify RA's and CDA's of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or defamatory of the Commonwealth, the University, or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

As long as such wall space allows, the University will provide a minimum of six (6) square feet of bulletin board space on a maximum of two (2) bulletin boards for the union in a visible location in each cluster office within the first week of the fall semester.

Section 3. Campus Mail

A. The Union will have use of campus mail and electronic mail for official Union business. The Employer/University Administration will provide the Union with an e-mail account and a website with 100 megabytes of free space. Customary campus charges for electronic mail equipment and services will be paid by the Union.

The Union will have access to RA/CDA cluster office mailboxes via the Residential Life main office as well as Area Offices. Mail dropped off in the Area Offices for distribution to Cluster Office mailboxes will be counted and divided by cluster by the Union before distribution occurs.

Section 4. Union Orientation

A. The Employer/University Administration will furnish the Union with a table the same size as other tables furnished to groups at the RA Resource Fair during RA/CDA training each semester as long as the Employer/University Administration decides to hold such RA Resource Fair.

B. The Union will be allotted one (1) hour from 1pm to 2pm during Fall RA/CDA training for its Union orientation meeting to speak and distribute materials to RA/CDAs. The location of such union meeting will be in the four (4) Areas. The Employer/University Administration agrees to assist the Union in finding a location that is convenient to the noon time lunch hour location and the 2pm scheduled RA/CDA training meeting held after the Union orientation meeting.

C. During Spring RA/CDA training the Union will be allotted one (1) hour time for its Union orientation meeting to speak and distribute materials to RA/CDAs. The Union meeting will be held immediately before or after the Residence Life Resource Center (RLRC) training for new RA/CDAs and located in a residence hall space proximate to the RLRC training.

D. The agreements made in Section 3B and Section 3C of this Article are conditioned on the RA/CDA training process and schedule remaining substantially similar to the current 2005-2006 RA/CDA training. If the Employer/University Administration determines that the RA/CDA training process is to be substantially changed from the current process and schedule, the Employer/University Administration and the Union will meet to discuss new times and locations for the Union's orientation meeting.

Section 5. Union Office Space

The Employer/University Administration will provide a campus office space for the Union's use to conduct union business. The office shall be equipped with a desk and desk chair. There will be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services.

ARTICLE 7 NON-DISCRIMINATION, EQUAL OPPORTUNITY, PREVENTION OF SEXUAL HARASSMENT

Section 1. The University and the Union acknowledge and subscribe to the University's policies on Equal Opportunity, Affirmative Action and Prevention of Sexual Harassment and agree said policies are administered separately from this Agreement and are not subject to this Agreement's grievance and arbitration procedure.

Section 2. The Employer/University Administration and the Union 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, age, gender, national origin, sexual orientation, or mental or physical disability, 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.

Section 3. 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, gender, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical disability.

Section 4. The Employer/University Administration and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no bargaining unit member should be subjected to such harassment.

Section 5. Any charges of discrimination in violation of this Article shall be subject to the University's grievance procedures contained in its policies on Equal Opportunity, Affirmative Action and Prevention of Sexual Harassment, and/or applicable State and Federal Laws. Such charges shall not be subject to Article 15, Grievance and Arbitration Procedure, of this Agreement.

ARTICLE 8 WORK SCHEDULES

Section 1. The Employer/University Administration and the Union recognize that the nature of the RA/CDA job and its responsibilities and duties do not conform to a standard work week schedule. The parties recognize that individual RA/CDAs' work schedules will vary. However, the RA/CDAs' work schedule shall be consistent with the needs and goals of Residence Life and shall be performed with the knowledge and consent of the Employer/University Administration.

Section 2. The RA and CDA positions are part-time positions. An RA/CDA will work, on average, twenty (20) hours per week. It is understood that an RA/CDA will work more than twenty (20) hours per week at some points including but not limited to periods of time used for training programs, opening and closing of residence halls, special activities and campus crises. RA/CDAs are expected to be available and to respond to these periods of time as required. It is also understood that RA/CDAs will work less than twenty (20) hours per week at other points in time.

Section 3: **RA On-Duty Work Schedules**

A. Each Cluster shall be staffed by RAs on-duty from 7pm until 7am the following morning Sunday through Wednesday, and from 8pm until 7am the following morning Thursday through Saturday. RAs on-duty must remain in the Cluster all night, and must be available by room telephone, or personal or University cell phone.

B. RAs on-duty are required to work in the Cluster Office from 7pm to 11pm Sunday through Wednesday, and from 8pm to 1am the following morning on Thursday, and from 8pm to 2am the following morning Friday and Saturday. In addition, RAs on-duty are required to make rounds through their Cluster as specified by the Employer/University Administration. The Employer/University Administration may determine earlier ending times as appropriate.

C. The Employer/University Administration shall determine the number of RAs on-duty in each Cluster and shall determine an individual RA's on-duty schedule which shall be set on a semester basis. RAs wishing to swap their on-duty schedule with another RA may do so by mutual agreement of the RAs involved and with the consent of the Employer/University Administration. The Employer/University Administration shall not withhold consent unreasonably.

D. As determined by the Employer/University Administration and provided seven (7) calendar days written notice is given to RA/CDAs, the above on-duty schedules and hours may be changed. In cases of emergency, the above on-duty schedules and hours may be changed by the Employer/University Administration without such written notification given.

Section 4: **Staff Meetings**

A. RA/CDA's must attend all staff and supervisory meetings unless the RA/CDA has a University scheduled review session, class, or exam that conflicts with said meeting.

B. With respect to in-Cluster staff meetings, the Employer/University Administration will make every reasonable effort to schedule in-Cluster staff meetings around the RA/CDAs' academic schedule. In-Cluster staff meetings shall generally last two (2) hours per week, not to exceed two and a half (2.5) hours except when unusual circumstances arise that require longer meetings.

C. When scheduled, one-on-one supervisory meetings shall generally last one (1) hour, not to exceed one and a half (1.5) hours except when unusual circumstances arise that require longer meetings.

Section 5: **Weekend Time Off**

A. RA/CDAs shall be afforded on average two (2) weekends off per month. The Employer/University Administration shall make efforts to ensure that weekend time off is rotated equitably among RA/CDAs.

B. To facilitate communication regarding availability of weekend slots, the Employer/University Administration will make available a calendar in each Cluster

designating which slots are open for time off. RA/CDAs may sign up for open slots with the understanding that time off must have Resident Director (RD) or designee approval. RA/CDA's requests for time off must be in writing to the RD or designee who shall respond back directly to the RA/CDA, normally within forty-eight (48) hours of the request. When time slots are available and special circumstances arise that require an RA/CDA's request for time off to be made during the weekend in question, on Friday, Saturday, or Sunday, the RA/CDA shall make every effort to contact the RD or another senior staff member for verbal approval. The Employer/University Administration shall not withhold approval for time off requests unreasonably.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Military Leave

An RA/CDA shall be granted a leave of absence upon request for the period of time he/she is called to military duty in the armed forces of the Commonwealth or the United States.

Section 2. Jury Duty

An RA/CDA shall be granted a leave of absence with pay upon request for the period of time he/she is summoned and/or impaneled on a jury. Appropriate documentation of said summons and empanelment must be presented for leave to be granted. In situations where said summons or empanelment occurs during the RA/CDA training period, alternative arrangements for training will take place.

Section 3. Bereavement Leave/Family Emergency Leave

A. Short term leave:

An RA/CDA shall be granted a short term leave of absence with pay upon request in the event of a death in his/her family or for other family emergency purposes. A short term leave of absence under this section is defined as one (1) day to three (3) weeks. The amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved. In situations where the death or family emergency occurs during the RA/CDA training period, alternative arrangements for training will take place.

B. Requests for long term leaves:

In situations where the RA/CDA wishes to leave the RA/CDA position for longer periods of time for bereavement or other family emergency purposes, long term leaves of absence will not be granted. In those cases, the RA/CDA must resign. However, former RA/CDAs who resigned under this section and wish to re-apply for an RA/CDA position

may do so by completing a reactivation request form. While there is no guarantee of hire or placement, such RA/CDAs will be considered as “hirable” candidates for the position.

Section 4. Personal Leave

A. Short term leave:

Requests by RA/CDAs for a short term leave of absence with pay from their RA/CDA position within the academic year due to personal reasons shall be considered by the Employer/University Administration and shall not be unreasonably denied. A short term leave of absence under this section shall be defined as one (1) day to three (3) days. The Employer/University Administration will not approve any requests for personal leaves of absences during the RA/CDA training periods.

B. Requests for long term leaves:

In situations where the RA/CDA wishes to leave the RA/CDA position for longer periods of time due to personal reasons, long term leaves of absence will not be granted. In those cases, the RA/CDA must resign. However, former RA/CDAs who resigned under this section and wish to re-apply for an RA/CDA position may do so by completing a reactivation request form. While there is no guarantee of hire or placement, such RA/CDAs will be considered as “hirable” candidates for the position.

Section 5. Medical Leave

A. Short term leave:

An RA/CDA shall be granted a short term leave of absence with pay upon request in the event said RA/CDA becomes incapacitated due to personal illness or injury. A short term leave of absence under this section is defined as one (1) day to three (3) weeks. The amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved. In situations where the illness or injury occurs during the RA/CDA training period, alternative arrangements for training will take place.

B. Requests for long term leaves:

In situations where the RA/CDA is incapacitated for longer periods of time due to illness or injury, requests for a long term leave of absence without pay will be considered by the Employer/University Administration and shall not be unreasonably denied. The amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved.

ARTICLE 10 JOB DESCRIPTIONS

Section 1. Each RA/CDA shall receive a job description developed by the Employer/University Administration. The form and content of said job descriptions shall not be subject to Article 15, Grievance/Arbitration Procedure, of this Agreement.

Section 2. Before the Employer/University Administration makes any significant changes in said job descriptions, it will notify the Union of such changes and provide the Union with the opportunity for input regarding the changes.

ARTICLE 11 TERM OF APPOINTMENT

Section 1. An RA's or CDA's term of appointment shall be no longer than one (1) academic year, which shall be defined as consecutive fall and spring semesters, including all pre-service and in-service training, and opening and closing of residence hall responsibilities, as scheduled by the Residence Life Department. However, RA's and CDA's may be hired at different points in the academic year, so long as their appointment ends at the conclusion of responsibilities in the spring semester.

Section 2. All RA's and CDA's are required to be in-residence and to participate fully in all training and operational activities which commence prior to the opening of the residence halls.

Section 3. All RA's and CDA's are required to stay through the closing of residence halls each semester. Exact dates will be furnished as soon as reasonably feasible but not later than the beginning of the semester.

Section 4. No RA or CDA shall remain employed if s/he does not meet minimal academic or student judicial standing requirements for retaining the RA or CDA position. Such terminations shall not be subject to the grievance and arbitration procedure, Article 15, of this Agreement.

Section 5. The non-reappointment of an RA or CDA shall not be subject to the grievance and arbitration procedure, Article 15, of this Agreement.

ARTICLE 12 COMPENSATION

Section 1. RA/CDAs' compensation shall consist of a stipend, a room rate waiver, a wellness membership fee waiver, and two (2) OIT fee waivers (Telecom and telephone) as provided for in the sections below of this Article.

Section 2. Fiscal Year 2006 Stipend

A. The annual RA/CDA stipend for Fiscal Year 2006 for first year RA/CDAs shall be \$2300.00; the semester stipend shall be \$1150.00; the weekly stipend shall be \$67.65.

B. The annual RA/CDA stipend for Fiscal Year 2006 for returning RA/CDAs shall be \$2350.00; the semester stipend shall be \$1175.00; the weekly stipend shall be \$69.12.

C. Effective September 4, 2005, each RA/CDA on the payroll as of that date and in the bargaining unit as of September 4, 2005, and each RA/CDA hired after September 4, 2005 and in the bargaining unit within the 2005-2006 academic year shall receive a stipend at the annualized rate in accordance with Section 2.A. and 2. B. above.

Section 3. Fiscal Year 2007 Stipend

A. The annual RA/CDA stipend for Fiscal Year 2007 for first year RA/CDAs shall be \$2410.00; the semester stipend shall be \$1205.00; the weekly stipend shall be \$70.89.

B. The annual RA/CDA stipend for Fiscal Year 2007 for returning RA/CDAs shall be \$2460.00; the semester stipend shall be \$1230.00; the weekly stipend shall be \$72.36.

C. Effective September 3, 2006, each RA/CDA on the payroll and in the bargaining unit as of September 3, 2006 and each RA/CDA hired after September 3, 2006 and in the bargaining unit within the 2006-2007 academic year shall receive a stipend at the annualized rate in accordance with Sections 3.A. and 3.B. above.

Section 4. Fiscal Year 2008 Stipend

A. The annual RA/CDA stipend for Fiscal Year 2008 for first year RA/CDAs shall be \$2530.00; the semester stipend shall be \$1265.00; the weekly stipend shall be \$74.42.

B. The annual RA/CDA stipend for Fiscal Year 2008 for returning RA/CDAs shall be \$2580.00; the semester stipend shall be \$1290.00; the weekly stipend shall be \$75.89.

C. Effective September 2, 2007, each RA/CDA on the payroll and in the bargaining unit as of September 2, 2007 and each RA/CDA hired after September 2, 2007 and in the bargaining unit within the 2007-2008 academic year shall receive a stipend at the annualized rate in accordance with Sections 4.A. and 4.B. above.

Section 5. Room Fee Waiver

In each fiscal year, RA/CDAs shall receive a room fee waiver at the double rate in place for that year, and, in addition, shall receive the single surcharge fee waived (for the double single room). The value of this room fee waiver in Fiscal Year 2006 is \$3955.00.

Section 6. Other Fee waivers

In each fiscal year, RA/CDAs shall receive a wellness membership fee waiver at the rate in place for that year. The value of this fee waiver in Fiscal Year 2006 is \$95.00.

In each fiscal year, RA/CDAs shall receive a Telecom fee waiver at the rate in place for that year. The value of this fee waiver in Fiscal Year 2006 is \$64.00.

In each fiscal year, RA/CDAs shall receive a telephone fee waiver at the rate in place for that year. The value of this fee waiver in Fiscal Year 2006 is \$136.00.

ARTICLE 13 SECOND JOB

An RA or CDA may hold a second part-time job, however, it is agreed that the RA or CDA job is the primary job and takes precedence over and supercedes any other employment.

ARTICLE 14 LAYOFFS

In the event the Employer/University Administration determines that it is necessary to reduce the RA/CDA work force due to financial reasons, organizational/programmatic changes, or due to unforeseen catastrophic circumstances, no RA/CDA shall suffer a loss in compensation or benefits as defined in Article 12, Compensation, of this Agreement during the RA/CDA term of appointment. However, in the above instances, at the Employer/University Administration's discretion, reassignment of duties may occur. Prior to any reassignments occurring, impact bargaining shall take place.

ARTICLE 15 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 1. Definitions

A. Grievant - shall mean an RA or CDA, a group of RAs or CDAs, or the Union on behalf of the RA/CDA(s), as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) 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, signed by the grievant[s], 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. A grievance may not be brought which addresses issues excluded from the scope of agreement described in Article 3 of this Agreement. The parties agree that any grievance in whole or in part raising issues excluded from the scope of agreement in Article 3 is exempted from the agreement of the parties as to matters which may be submitted to arbitration.

C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day. Summer and Winter breaks shall be exempt from computation of calendar days.

D. Immediate Supervisor - the term "Immediate Supervisor" for the purposes of this Article shall mean the immediate work supervisor designated by the Employer/University Administration.

E. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the Employer/University Administration.

Section 2.

A. A grievance may be filed at the level at which the action or inaction being grieved occurred.

B. A grievance not initiated within thirty (30) days of the occurrence giving rise to the grievance or the date on which the grievant reasonably should have known of the grievance shall be irrevocably waived and shall not be processed through this procedure or heard by an arbitrator. 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. If the Employer/University Administration 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 4. If a grievant(s) or the Union decides to pursue a grievance through another forum outside of the contract grievance procedure, the grievance shall be put into abeyance if the investigating agency or court decides to proceed formally with the complaint. The grievance shall remain in abeyance until it is resolved, concluded or withdrawn at that agency or court.

C. Any RA or CDA may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative. However, the Employer/University Administration shall notify the Union of grievances filed by a RA or CDA on his/her own behalf. The Union shall be afforded the opportunity to be present at any step of the grievance procedure and any adjustment made shall not be inconsistent with the terms of this Agreement. An RA or CDA may request that the Union represent him/her at any Step of the grievance procedure. No other representation, except when there is specific Union approval for other representation, shall be permitted.

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 RA or CDA initiating or participating in a grievance.

Section 3. Procedure for Filing of a Grievance

A. Step 1: Informal – Area Director.

A grievant shall initiate a grievance by filing with his or her Area Director during the term of this Agreement a written notice that a grievance exists and to request a meeting. 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. At the grievance meeting, which shall occur within fourteen (14) days of the written request, the Area Director and the grievant, shall seek through discussion to resolve the grievance. Any settlement reached during the informal step of the grievance process shall not be binding until it is reduced to writing and signed by the Union and the Employer/University Administration. No settlement offer or attempt at resolution made during this step or any subsequent steps shall be referred to or disclosed by any party at the arbitration step.

B. Step 2: Director of Residence Life

If within fourteen (14) days after the informal meeting the matter remains unresolved the grievant may file to the Director of Residence Life a written grievance statement as defined above in Section 1, B. The Director or his/her designee shall schedule a meeting with the grievant to discuss the grievance and to seek a mutually agreeable resolution. That meeting shall be scheduled within twenty one (21) days of receiving the written grievance. A written response, if any, to the grievance shall be sent within fourteen (14) days from the date of the meeting.

C. Step 3: Campus Contract Administrator or designee

If the grievance remains unsettled, the grievant shall within fourteen (14) days after receipt of the Step 2 response or, if no response is received by the due date, within fourteen (14) days after the due date, forward to the office of the Campus Contract Administrator a written copy of the grievance together with a request to set up a Step 3 meeting. The Contract Administrator or his/her designee shall schedule such meeting within twenty one (21) days of receipt of such notice. The meeting shall consist of representatives of both sides who shall meet to discuss, and if possible, resolve the grievance. A written response, if any, to the grievance shall be sent within fourteen (14) days from the date of the meeting.

Section 4. Step 4: Mediation and Arbitration.

If the grievance remains unsettled, the Union may initiate the grievance to arbitration. Submission of the grievance to arbitration with the American Arbitration Association shall be made within thirty (30) days of the Step 3 response or, if none is received by the due date, within thirty (30) days after the due date. Written notice of the appeal to arbitration shall be sent to the Campus Contract Administrator.

MEDIATION:

1. Once the arbitration request has been made, the parties may utilize grievance mediation as a way to resolve the grievance. It is recognized that grievance mediation must be jointly agreed to by the parties prior to its utilization. When the parties have agreed to mediation, 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 grievance is not settled the grievance shall be referred to arbitration. The settlement positions taken by the parties at 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.
2. By mutual agreement, the parties may agree to grievance mediation as outlined above at an earlier stage in the grievance process, provided however, that in these instances, if the grievance is not resolved sixty (60) days from the request for grievance mediation the grievance will return to the grievance process and proceed in accordance with this Article.

ARBITRATION:

Arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. If the grievance remains unsettled, the Union may initiate the grievance to arbitration. Submission of the grievance to arbitration with the American Arbitration Association shall be made within thirty (30) days of the Step 3 response or, if none is received by the due date, within thirty (30) days after the due date. Written notice of the appeal to arbitration shall be sent to the Campus Contract Administrator.
2. Within twenty-one (21) days of initiation of the grievance in arbitration, the parties shall meet to select an arbitrator. The arbitrator shall be selected by mutual agreement from a list provided by the American Arbitration Association. The arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission.
3. 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.
4. 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.
5. Decision of the Arbitrator:
The Arbitrator shall make every effort to issue his or her decision within thirty (30) days after the conclusion of the hearing. The arbitrator shall determine:

- a. Whether the Union and, where a RA or CDA or a group of RA's or CDA's sought resolution of the grievance through the applicable Steps of this Article, such RA or CDA or a group of RA's or CDA's, 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 provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof. Furthermore, the arbitrator shall be without authority to consider or render decisions concerning any academic matter or any aspect of an RA's or CDA's status as a student. The decision and award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Employer/University Administration except where the decision rendered is not consistent with the provisions of this Agreement or with the provisions of applicable state statutes and is appealed in accordance with M.G.L.Chapter 150C.

6. Costs of Arbitration

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/University Administration. A stenographic record may be made of the arbitration hearing, with the party desiring a copy paying for the cost. 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 5. Admission

The resolution of a grievance by the Area Director, the Director of Residence Life, the Campus Contract Administrator or the Director of housing Services, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer/University Administration 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.

ARTICLE 16 PROVISION OF INFORMATION

Section 1. In accordance with applicable state and federal statutes, the Employer/University Administration shall make available to the Union, upon its written

request and within a reasonable time thereafter, information which is relevant and reasonably necessary to the Union's execution of its duties as exclusive bargaining representative, provided the release of such information is not violative of applicable law and regulations.

Section 2. Each Fall and Spring semester, within seven (7) calendar days after the start of classes, the Employer/University Administration will provide to the Union an updated list of RAs and CDAs with the name, residence hall, room and telephone number, excluding those RAs or CDAs who have requested, in accordance with state and federal statutes, to have such information suppressed from publication. In the months of January and June, the University will provide a list of RAs and CDAs for the following semester. This list will include transfers and new hires and will exclude those RA or CDAs who have requested, in accordance with state and federal statutes, to have such information suppressed from publication.

Section 3. The Union will furnish the Employer/University Administration with a list of Union officers and staff representatives on an annual basis with updates as needed.

ARTICLE 17 EVALUATION PROCESS

Section 1. PURPOSE

The purpose of evaluation is to provide on-going job performance feedback to RA's and CDA's in a formal manner and to assist RA's and CDA's in improving their performance. It is a process designed to offer positive comments and reflections as well as to address performance issues.

Section 2. EVALUATORS

The parties agree that RA/CDAs will be evaluated normally each semester on a form and through a process determined by Housing Services. A supervisor who is not a member of the bargaining unit shall do the written evaluation and determination of any evaluation rating. Multi-rater feedback may however be sought from any appropriate source.

Section 3. ELEMENTS OF EVALUATION

The performance appraisal program used by Housing Services for RA's and CDA's may include self evaluations, periodic meetings with supervisors, a written evaluation and other forms such as goal setting sheets needed to make the appraisal process effective.

Section 4. APPEAL OF EVALUATIONS

An RA or CDA who is dissatisfied with their evaluation shall be entitled within seven (7) calendar days of receiving the evaluation to arrange a meeting to discuss it with either the supervisor signing the evaluation or another senior staff member within the RA/CDA's cluster. If they are not satisfied with their evaluation after that meeting, the RA/CDA

shall be entitled within seven (7) calendar days of the meeting to arrange a meeting with the Area Director to discuss the evaluation. The content of evaluations shall not be subject to Article 15, Grievance and Arbitration Procedure. An RA/CDA may grieve the evaluation process but only to Step 3, Campus Contract Administrator or designee, of Article 15, Grievance and Arbitration Procedure.

ARTICLE 18 PARKING

RA/CDAs shall be given priority and not be placed on any wait list for the purchase of Yellow or Purple parking lot permits. RAs/CDAs will be allowed to purchase parking lot permits in Yellow Lots for \$40 per academic year.

ARTICLE 19 CONSULTATION

Section 1. By mutual agreement, Employer/University Administration and Union representatives shall meet to discuss matters of concern. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting. Such meetings shall take place as needed and at mutually agreed upon times.

Section 2. The Employer/University Administration and the Union agree that each semester one (1) consultation meeting shall have on its agenda issues regarding RA/CDA health and safety.

ARTICLE 20 RA COUNCIL

Section 1. The RA Council is an advisory body whose purpose is to provide a forum for RA/CDAs to give input and feedback to Residence Life and Housing Services on issues related to the RA/CDA position and residential living. The Employer/University Administration has the sole discretion to create or abolish, manage, and direct the RA Council. However, the RA Council shall not be used to discuss particular grievance cases nor as a substitute for conducting formal negotiations on any subject.

Section 2. If the Employer/University Administration decides to have an RA Council in any given year, two (2) RAs/CDAs, selected by the Union, shall be permitted to attend Council meetings as observers, not as participants, and, the Employer/University Administration agrees to place on the RA Council agenda, once per semester, the issue of Cluster Funding.

Section 3. The Employer/University Administration shall keep minutes of any RA Council meetings. Said minutes will be distributed to each participant and to the Union representative.

ARTICLE 21 NO STRIKE/NO LOCKOUT

Section 1. Neither the Union nor any RA/CDA shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or a withholding of services, in whole or in part, by bargaining unit members.

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

Section 3. The Employer/University Administration agrees not to engage in the lock-out of bargaining unit members.

ARTICLE 22 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 parties agree, within thirty (30) calendar days after either party receives written notice from the other, to reopen negotiations on the provision(s) found to be null and void.

ARTICLE 23 EFFECT OF AGREEMENT

Section 1. It is acknowledged that during the negotiations which resulted in this Agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither side shall be obligated to any additional bargaining.

Section 2. This Agreement supercedes all prior practices, policies, and procedures on subjects addressed herein, and may be modified only by the parties' written agreement.

ARTICLE 24 DURATION

Section 1. This Agreement shall be for the period from July 1, 2005, through June 30, 2008, and except as otherwise noted the terms contained herein shall become effective on the date of its execution by the parties and shall terminate on the date provided.

Section 2. On or before February 1, 2008, the parties shall exchange their negotiating demands for changes in the current Agreement. The parties shall commence negotiations for a successor Agreement no later than a date mutually agreed to begin negotiations not

less than ninety (90) days prior to the termination of this agreement. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement.

Signed this _____ day of _____, 2005

For the RA/CDA Union
UAW/Local 2322:

For the Board of Trustees
University of Massachusetts:

Nathan Chomsky-Higgins

Jack M. Wilson, President

Justin Dowd

Roy Milbury

Bryan Lussier

Susan Chinman

Charlene Sallgren

Diana E. Fordham

Katelyn Sypher

Nick Demas

Henry Fijalkowski

Shannon A. Keller

Ron Patenaude

Tim D. Scott