

**Agreement
Between
The University of Massachusetts/Amherst
and
The American Federation of
State, County And Municipal Employees
Council 93, Local 1776, AFL-CIO**

July 1, 2009 to June 30, 2012

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PREAMBLE

This Agreement entered into by the University of Massachusetts, Amherst, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 93, Local 1776, AFL-CIO, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems 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 Personnel Administrator/Associate Director of Human Resources or designee.
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 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 Local 1776 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO.
12. WORK WEEK - The term "Work Week" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in the bargaining unit certified as of November 1, 1997, and any and all amendments since that date. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

Should any new classified classification(s) be added to the work force, the Employer shall notify the Union of such new classified classification(s). The Employer shall determine if such

new classified classification(s) shall be added to the bargaining unit and the Employer shall notify the Union of its determination. If the Union disagrees with the Employer's determination, the matter may be referred to the State Labor Relations Commission by the Union, with a request that the Commission make a determination. In the event it shall be finally adjudicated that the classified classification(s) be added to the bargaining unit, the classified classification(s) shall then be subject to the provisions of this Agreement.

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.

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding there under so allow, as determined by the CEO.

ARTICLE 2. Scope of Agreement

Section 1.

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

Section 2.

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

Section 3.

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

Section 4.

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

ARTICLE 3. Management Rights

The Union and the Employer agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the University from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity

and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, 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, retrain; 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. _

ARTICLE 4. Union Security

Section 1.

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

Section 2.

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) day's notice in writing to the Office of Human Resources and the Secretary/Treasurer of the Union.

Section 3.

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

Section 4.

The Employer shall deduct weekly dues or any agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with University policy to the Treasurer of the Union together with a list of part-time and full time employees whose dues or agency service fees are transmitted, provided that the Employer is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form

approved by the Employer for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Employer.

The parties agree to deduct from the pay of unit employees dues or agency fees on a weekly basis and to remit the dues or fees on a monthly basis.

ARTICLE 5. Agency Service Fee

Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder.

ARTICLE 6. Union Business

Section 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. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 2. Union Officials

Except, as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievance through the contractual grievance procedure, except that for class action grievances, no more than

three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner, which shall not be disruptive to the University's operations or any employee's work. The Union will furnish the Employer with a list of the designated Union officials.

Section 3. Paid Leave of Absence

A. Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require the prior approval of the CEO. Persons designated, as alternate delegates shall not be granted paid leave of absence to attend such conventions.

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

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

D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at not more than twelve (12) Executive Board meetings per year. Such leave will require the prior approval of the CEO. The number of paid attendees and the duration of the meetings shall not exceed past practice.

Section 4. Unpaid Union Leave of Absence

Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union.

Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or extensions thereof.

Section 5. Attendance at Hearings

A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO.

B. Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages).

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

Section 6. Union Use of Premises

A. The Union shall be permitted to use the same or similar facilities of the University for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the University's facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours not granted elsewhere in this contract.

B. Unit members shall continue to be permitted access to the same or similar facilities as approved and provided in the past.

C. The Employer shall provide a Union office.

Section 7. Bulletin Boards

The Union may post 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. All

notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 8. Employer Provision of Information

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

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.

2. Every month, a list of all unit employees who have been terminated.

3. A list of unit employees who withdrew checkoff authorizations within two months of such withdrawal.

4. Every six months, a list of all unit employees and their title and last date of hire.

5. Every month, a list of all unit employees not on dues or agency fee checkoff and who are off payroll for any reason the week of deduction.

6. Provide the name and change of title for all individuals who received a management review or individual appeal.

7. Every other year, a copy of that portion of the EEO-6 Form or equivalent that covers unit employees.

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

8. The Union recognizes that requests for information made on behalf of members or the bargaining unit can require substantial time, effort and cost to the University in collecting information for a response. For information sought by the Union from the employer, not described in Sections 10 and 13 of this article, it is understood that the employer may respond to the Union that the request is excessive, burdensome or otherwise impractical to respond provided such response is made within ten (10) working days of receiving the request in the Labor Relations Office. If the employer so responds the information request shall be considered to be in abeyance and no action regarding it shall be taken by either party until a joint labor-management meeting described in this provision is held. As soon as possible, a labor-management meeting will be held to discuss the request for information including alternative approaches to provision of the information and the relevancy and need for such information. Management will provide at this meeting a written estimate of the time of completion. If the parties do not mutually agree upon a method for responding to the information request the employer shall then have ten (10) working days to determine if it will provide the information or decline to provide it, though the Union recognizes that in respect to some requests the actual time needed to assemble and transmit may be longer and reasonable periods of time for such activity shall be allowed.

Section 9. Orientation

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

ARTICLE 7. Non-Discrimination And Affirmative Action

Section 1.

The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, sex, age, mental or physical handicap or veteran status.

Section 2.

The parties agree that when the effects of employment

practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, mental or physical handicap or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

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

ARTICLE 8. Fair Practices

Section 1.

The Board and/or the Union recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status or sexual orientation. The parties agree that no employee shall be subjected to sexual harassment. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

Section 2.

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

Section 3.

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

ARTICLE 9. Health Promotion Programs

The Employer and the Union, recognizing that the health of an employee greatly affects the quality of his/her work, shall encourage unit employees to take advantage of any new or existing programs and facilities that will help to maintain their mental and physical well-being. In addition, the Employer will continue to plan programs aimed at serving Union members.

ARTICLE 10. Workweek And Work Scheduled.

Section 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 ends no later than 9:00 AM.

C. Work location. The major work areas of the Departments and employees covered by this Contract. The following areas shall constitute work locations for employees covered by this agreement:

1. Physical Plant

a. Custodial Services

Days

Service Area I - Physical Plant

Service Area II - Goodell

Service Area III - Herter Hall

Nights

Service Area I - Goodell

Service Area II - Thompson Hall

Service Area III - Knowles

Service Area IV - Western Mass. Public Health - Morrill

b. Customer Service and Work Management

c. Utilities

Utilities Dept (Power Plant, Water Treatment, Dig Safe

Utility Mechanical and Utility Electrical) - CHP

d. Building Maintenance

Zone 1 - Polymer Research Center

Zone 2 - Aggie Engineering

Zone 3 - Boyden Gym

Zone 4 - Physical Plant

Zone 5 - Tilson Farm

Zone 6 - Old Paint Shop

e. Alterations

f. Grounds Management

Fleet Services - Physical Plant

Constructive Services - Tilson Farm

Waste Mgt-Intermediate Processing Facility

Landscape Services - Grounds Maintenance Facility

g. Administrative Services

2. Housing Services

Southwest North Residential Area

Southwest South Residential Area

Northeast Sylvan Residential Area

Orchard Hill Central Residential Area

Central Services

3. Auxiliary Services

a. Dining Services

Worcester Dining Common

Hampden Dining Common

Franklin Dining Common

Hampshire Dining Common

Berkshire Dining Common

Snack Bars/Munchies

Kosher Dining Room

Trade and Maintenance

Loading Docks

Retail Food and Catering

Bakery

b. Campus Center

Trade and Maintenance

Accommodations

Book Store Loading Docks

Campus Center Loading Docks

4. Parking Services

5. Department of Public Safety

6. Office of Information Technology

7. University Health Services

8. Athletics

9. Environmental Health and Safety

10. Transit Services

11. Campus Distribution Services

12. Academic Departments

a. Chemistry

b. Animal Care

c. Engineering

d. Plant and Soil Sciences

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 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 assignments. In unusual circumstances, employees may have work assigned in other work locations, without notice.

Section 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 Department. Departments are defined as follows: Physical Plant, Housing Services, Auxiliary Services, Parking Services, Department of Public Safety, Office of Information Technology, University Health Services, Athletics, Environmental Health and Safety, Transit Services, Campus Distribution Services, Academic Departments. 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 6.B.1. These same provisions shall apply to changes in days off.

Section 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 to do so 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. Voluntary transfers may not be used during the employee's probationary period pursuant to Article 27. Following a voluntary transfer or appointment an employee cannot apply for a transfer for six calendar months. If the employee is not satisfied with the lateral transfer he/she may elect to return to his/her former location within ten (10) working days

Section 5. Involuntary Transfer

A. 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 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. The employees shall take their meal break at the work site and be on call at all times during the meal break.

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.

1. 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.

2. The work schedule, both starting times and quitting times, of employees shall be posted at least ten (10) working days in advance on a bulletin board at each work location and also made available to employees and Union stewards.

C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time.

D. 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.

E. 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 University Personnel Officer or designee.

F. 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 ten (10) day notice; he/she shall be allowed to work the regularly scheduled tour of duty.

G. In order to provide flexible staffing to address the changes in staffing needs a floating pool will be created effective July 1, 2001 in Dining Services. A reasonable number of employees constituting a selection of titles needed to provide staffing support shall constitute the floating pool. Members of the floating pool will be chosen as follows. First, volunteers will be sought. Second, employees hired into the Dining Services after July 1, 2001 may be assigned to the floating pool. If the employer determines that insufficient number of employees have volunteered or been hired after meeting with the Union to discuss the appropriate level of staffing for this float pool, employees may be assigned in reverse order of seniority to the float pool.

Section 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 workweek 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 workweek.

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 work week in which the employee has previously worked hours beyond his/her normally scheduled workday.

E. With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. However, this paragraph will not be implemented until a UMass/Amherst/AFSCME Local 1776 labor-management committee develops guidelines.

F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

G. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their workweek. Department heads and Union representatives at each location shall work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the CEO.

H. 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. The parties recognize that implementation of a bi-weekly payroll in 2002 makes timely submission of overtime data even more crucial to avoid delays in payment of overtime. Human Resources will make every reasonable effort to pay reported overtime in the next feasible payroll and to fully inform departments of their obligation to report overtime in the week it is earned to permit payment.

I. Overtime worked by members of the bargaining unit shall, on a monthly basis, be posted or made publicly available, and provided to the Union's appropriate Chapter Chair.

J. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the Employer. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the Employer in Part G of this Section. If volunteers are not available, 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.

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

L. For each three and one-half (3 1/2) hours of overtime an employee shall be entitled to a one-half (1/2) hour paid time or meal break.

Section 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.

Section 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. Where employees are working at a site that is too remote from their normal break facility to practically take their breaks there in the available time allowed, employees will be allowed to take breaks in the nearest suitable facility. In those limited occasions where absence from the work site would cause a hazardous condition, cause a significant campus impact, or it is not reasonably feasible to travel to the nearest break site in the break time, the supervisor will send an employee to bring coffee and other break items to the job site. Any grievance concerning the application of this

subsection shall within 20 calendar days be heard at a single 3rd step meeting. If not heard within prescribed time or resolved the case shall be moved to expedited mediation/arbitration before a mediator/arbitrator from the Massachusetts Board of Conciliation and Arbitration or another neutral agreed by the parties as soon as such a meeting can be practically scheduled.

Section 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 is called in to start his/her shift early and who continues to work that shift.

Section 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 not to exceed twenty dollars (\$20.00) 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.

D. Employees hired into or appointed into trades after July 26, 2001 may be assigned to stand-by on a weekly basis for a compensation of \$175.00 per week. The employer will inform employees who are subject to such assignment of that possibility during the hiring process. In addition, employees may volunteer for such standby assignment and volunteers will be assigned standby as needed. There will be a labor-management committee at the Physical Plant to discuss and provide input to management in making the determination of the reasonable numbers of employees for standby rotation on a weekly basis in those work areas where such assignments are made.

Section 12. Shift 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 cents per hour (\$.75) 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.

Section 13. Weekend Differential

Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of fifty cents (\$.50) 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. The above weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift. [Effective on the date on which the last signature is affixed to this agreement]

Section 14. Paid Detail

Paid details are addressed in the Supplemental

Agreement Regarding Campus Security.

Section 15. Clean-Up

Employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health shall be granted up to a maximum of ten (10) minutes, depending on the need, to be used as personal clean-up time prior to meal period and at the end of a work shift.

Section 16.

Those employees whose 1980-1983 collective bargaining agreement includes the following items on the date of the signing of this Agreement shall continue to retain these provisions through the term of this Agreement:

A. An employee shall normally be assigned duties by his/her regular supervisor.

B. Each employee shall have access to all materials, equipment, foods, work areas and telephones necessary to perform duties and as required to take care of emergency situations.

C. The Employer shall enter into full discussion with the Union prior to engaging in on-the-job time-study projects.

D. The Employer shall endeavor to supply each employee with adequate locker facilities convenient to his/her work area.

E. Weekly paychecks shall be made available to employees as early as possible on Fridays, or before.

F. No managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E), who is excluded from the terms of this Agreement, shall perform the work of any employee covered by this Agreement, except in the case of an emergency, excessive absence of employees from work, lack of an adequate number of employees or for the purpose of providing instruction or training of employees.

Section 17.

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. Employees designated as essential may be required by the CEO to work during a weather or other emergency. Such employees who are employed for fewer than fifty-two weeks per year may be awarded compensatory time at the rate of one hour of compensatory time for each hour worked in addition to their regular pay.

C. 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.

D. Employees, who are described as essential in Article 10, Section 17, who report on days on which there is an emergency closure, shall receive, in addition to their base pay, additional pay in the same amount or double straight time for all hours worked, inclusive of overtime hours for those hours during which the University is officially closed. Those employees, who elect to and are eligible to receive compensatory time for this work, shall continue to receive such time at the rate in effect prior to this Agreement. The closure of the University shall be determined by the hours stated in the official closure announcements. The double time payment, provided herein, should be the full payment they receive. Once the period of closure comes to an end, they shall revert to their regular pay.

ARTICLE 11. Leave

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one-quarter workdays for each full payroll month of employment for a total of fifteen (15) 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 or she is incapacitated by personal illness or injury;

2. When the spouse, domestic partner, child or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year except in cases of demonstrated medical emergency or life threatening/terminal illness the sixty (60) day maximum may be waived by the CEO or designee.

3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and

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

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. 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 or 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.

F. 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.

G. 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. Such leave shall be charged on the same basis as provided in subsection G.

H. 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.

I. 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.

J. 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 University Personnel Officer shall notify each employee of the method by which such employee shall report such absence.

K. 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.

L. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (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.

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

N. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, 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.

O. The University may require a bargaining unit member to report to a health care provider named by the Employer in the following circumstances:

Where the Employer reasonably needs a medical examination to determine the employee's current fitness for work.

There is an issue about the employee's ability to perform some or all of the functions of the job they are employed in and the employer reasonably needs a medical examination to determine if the employee can perform that function or what reasonable accommodation must be made.

An employee reporting for such examination shall cooperate with the health care provider conducting the exam and provide needed medical records to enable the examiner to review the condition at issue. All such examination shall be held under the following conditions:

1. The unit member shall receive written notice of the proposed examination at least ten (10) days in advance of their report time. Such notice shall give information about the reason(s) for the examination and of what health records the employee should try to bring with them. The employee receiving such a notice may supply to the administrator issuing the medical information which, if reasonably found by that administrator to be sufficient to assure them of the fitness of work of the employee, shall result in cancellation of the examination.

2. The actual time going to and from and participating in the exam shall be paid at the employee's applicable rate for those hours.

3. The manager or administrator responsible for directing the MBU and one of the following administrators, the Assistant Vice Chancellor for Human Resources, Personnel Administrator, Labor Relations Administrator or Deputy Provost for Faculty Relations or their successor in title have approved the directive in writing.

4. This language shall become effective on January 1, 2002. The Union and The University agree to meet and discuss issues involving the application of this language to persons determined to be covered by the American's with Disabilities Act prior to such implementation. The referral to and examination of an employee by a medical provider does not constitute a waiver of that employee's right to challenge any action by the employer arising from such examination in any forum, which is otherwise available to the employee.

P. Sick Leave Bank and Sick Leave Cash-In.

1. A bargaining unit member may voluntarily elect to join a Sick Leave Bank, providing that overall twenty per cent (20%) of unit members so elect.

2. Any member who chooses to join shall, effective January 1, earn one sick day per month. The three days difference in annual full-time sick leave accrual between 12 days for Bank members and 15 for those not in the Bank shall be, as of January 1, distributed in the following manner:

a. two (2) days shall be contributed to the Sick Leave Bank;

b. one (1) day shall be converted into an additional personal leave day (for a total of four personal leave days) to be used in accordance with section 2 of Article 11.

3. An employee wishing to join the Sick Leave Bank shall so elect by November 1 for each succeeding calendar year. 4. The Sick Leave Bank shall be governed by a Board consisting of two (2) members appointed by AFSCME Local 1776, two (2) members appointed by the CEO, and a Chair designated by the other four members, who shall vote only in the event of a tie.

5. The Board shall develop guidelines for the operation of the Sick Leave Bank by November 1, 1996. Such guidelines shall include special considerations that may apply to 35 week and part-time employees.

6. Before drawing days from the Sick Leave Bank, an

employee must use up all accrued sick leave, personal leave and all but ten (10) days of vacation leave.

7. An employee must have been absent from work for at least ten (10) working days (with or without using accrued time) prior to drawing from the sick leave bank.

8. Employees who elect to join the Sick Leave Bank shall also be eligible, if they so choose, to cash in their annual unused sick leave credits, effective January 1, 1998 and each January 1 thereafter, up to a maximum of six (6) days at 50% of their value as outlined in the table below:

<u>Sick Leave Used</u>	<u>Sick Leave Cashed-In</u>	<u>Cash-In Value</u>
0 days	6 days	3 days
1 days	5 days	2.5 days
2 days	4 days	2 days
3 days	3 days	1.5 days
4 days	2 days	1 days
5 days	1 days	0.5 days
6 days	0 days	0 days

In order to exercise this option an employee must cash in all sick days that are earned and accrued during the previous twelve (12) months in excess of six (6) days.

The decision to cash in sick time must be made by the employee by November 1, 1997 and each November 1 thereafter. Sick days cashed in shall be deducted from the employee's sick leave balance.

Section 2. Paid Personal Leave

A. On the first day of the first full payroll cycle of the first payroll week of the new calendar year, full-time employees will be credited annually with three (3) 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. Any employee, who intends to take personal leave, except in cases of emergency, shall provide written notification to his/her immediate supervisor, as soon as possible, but at least twenty-four (24) hours prior to the day on which such leave is to be used. Any paid personal leave not taken, by the last day of the last payroll week of a calendar year, will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave days may be used in conjunction with vacation leave. Full-time employees, hired into the bargaining unit from off-campus or from a non-benefited position on-campus on or after the beginning of each calendar 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	3
October 1 to December 31	2
January 1 to March 31	1
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.

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 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 4. Voting Leave

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

Section 5. Civic Duty Leave

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

B. An employee who receives jury 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, or 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 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 6. Military Leave

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

B. An employee shall be entitled, during his/her annual tour of duty 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 C.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 first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, 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 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 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) days of maternity leave, birth of a baby leave, adoptive leave, or foster care leave, the employee shall receive his/her regular salary. When an eligible full-time of part-time employee 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, per instance, under this provision.

Section 8. Parental Leave

Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probation 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 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 she/he would have paid had such leave not been taken.

Section 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, in 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. Ten (10) days of family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the CEO.

C. 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.

D. 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.

Section 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 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 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 13.

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

Section 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.

Section 15. Transitional Work Assignment

When an employee has been injured and cannot perform the primary functions of his/her job due to medical restriction the University or its agent may, in their sole discretion, require that employee to accept 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. 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 12. Extension Of Sick Leave

Section 1.

Five (5) working days after 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.

Section 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 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.

Section 3.

Understanding that the health and welfare of unit members is of mutual concern, the CEO of the Campus, 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.

Section 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 10 and 12 of this Agreement.

ARTICLE 13. Vacations

Section 1.

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

Length of continuous full-time creditable service of each applicable month.

Vacation Leave Accrued

Less than fifty-four (54) months (Less than 4 ½ years). 5/6 day per month (total of 10 days per yr.)

Fifty-four (54) months, but less than one hundred fourteen (114) months (4 ½ - 9 ½ years). 1 1/4 days per month (total of 15 days per yr.)

One hundred fourteen (114) months, but less than two hundred thirty-four (234) months (9 ½ - 19 ½ years). 1 2/3 days per month (Total of 20 days per yr)

Two hundred thirty-four (234) months or more (19 ½ or more years). 2 ½ days per month (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 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. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service," if any, which he/she had at the termination of the predecessor Agreement.

Section 2.

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

Section 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 4.

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

Section 5.

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

Section 6.

An employee who is reinstated or 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 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.

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 request earlier than sixty (60) days prior to the first day requested may do so but preference will be determined as of the 45th day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such 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.

Effective January 1, 1991, no employee shall carry more than sixty-four (64) days of vacation leave credit.

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

Section 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.

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

Section 10.

Upon the death of an employee who is eligible for vacation under this Agreement payment shall be made in an amount equal to the vacation leave which had 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 11.

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used, up to a maximum of forty-five (45) days, provided that no monetary or other allowance had already been made therefore.

Section 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 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 14.

An employee who is reinstated after military leave, as referred to in Section 13, may be granted vacation allowance up to the equivalent of twelve (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 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 12.

Section 16.

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

Section 17.

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 one of the bargaining units 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 Board. 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 14. Holidays

Section 1.

The following days shall be holidays for employees:

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

*(Suffolk County Only)

Section 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.

A part-time employee shall earn pay for a holiday in the same proportion that his/her service bears to full-time service. Such pay for a holiday shall be paid whether or not the holiday falls on the employee's regularly scheduled workday. Part-time employees who work less than five days per week may use vacation or personal time to make up a full day's pay if the holiday falls on their regularly scheduled day of work.

Section 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, at the request of the employee, 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 and 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 4.

An employee required to work on a holiday shall be compensated at the rate of two (2) times his/her regular rate of pay, or upon the sole discretion of the CEO when requested in writing and approved may receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within two hundred and seventy days (270) days following the holiday, to be taken at a time approved by the CEO. Less than fifty two (52) week employees may continue at their discretion to be awarded compensatory time for holidays worked.

Section 5.

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 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 off shall be approved by the

CEO and taken by the employee within one hundred and twenty (120) days.

Section 6.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the 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 4.

Section 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 8.

An employee who is on an unauthorized leave without pay for any of his/her scheduled workday immediately preceding or immediately following a holiday, or is on authorized leave without pay for the entire work day immediately preceding and immediately following the holiday, shall not receive pay or compensatory day off for that holiday. Denial of authorization for such leave shall not be arbitrary or capricious.

Section 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

Section 10.

Employees rendering service on New Year's Day, Independence Day, Labor Day, Thanksgiving 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 11.

Holidays	Trades	Personnel Required
Evacuation Day - March 17	Plumbers	(2)
	Electricians	(2)
AND	FASS	(1)
	Controls	(2)
Bunker Hill Day - June 17	Lock	(1)
	HVAC	(2)
	Architectural	(2)
	(Carpenter, Painter)	
Commencement (Friday & Saturday)	Plumbers	(2)
	Electricians	(2)

By July 1 of each year, qualified employees in the above respective trades, who would like to volunteer to work in any or all of the above holidays may do so; however, trades, in which no volunteers come forward, shall be filled by the least senior employee(s).

It is further agreed that all the above proposals shall have an effective date of July 1, 2010.

ARTICLE 15. Employee Expenses

Section 1.

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 office of Human Resources at each of the campuses.

Section 2.

The employer will make readily available current codebooks and licensing manuals for licensed positions, and all other codes related to the building trades, at places designated by the CEO.

ARTICLE 16. Parking

Section 1.

Proper parking facilities shall be available to the employees covered by this contract within reasonable proximity of their regular work location.

Section 2.

The Employer shall endeavor to maintain adequate lighting in all parking areas.

Section 3.

The CEO agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes and the CEO will inform the Union and all employees prior to implementing any such changes.

Section 4.

Representatives from the Employer and the Union agree to meet to discuss any increases in parking fees which affect bargaining unit members, and shall forward their recommendations for review to the Board of Trustees and the applicable University governing bodies prior to implementing any such increase.

Section 5.

A reasonable number of rows in the North End of Lot 21 (Lot 21A) shall be reserved for bargaining unit employees.

ARTICLE 17. Employee Compensation

Section 1. Duration, Wages and Retroactivity

Duration: July 1, 2009 through June 30, 2012
Year 1 (7/01/09 through 06/30/10) Effective 03/27/11 - 1%
Year 2 (07/01/10 - 06/30/11) Effective 06/30/11 - 3%
Year 3 (07/01/11 - 06/30/12) Effective 06/30/12 - 3%

The dates contained in the above paragraphs of this Agreement may, in each of the three (3) years, be advanced by six (6) months or by three (3) months, if the following State revenue targets are met:

FY10 - 6 months = \$19.45 billion; 3 months = 19 billion
FY11 - 6 months = \$20.42 billion; 3 months = 19.95 billion
FY12 - 6 months = \$21.44 billion; 3 months = 20.94 billion

If tax revenues for Fiscal Year 2010, 2011 or 2012 achieve one (1) of the aforementioned indices, the salary rate increase for that fiscal year and for every year subsequent fiscal year will be advanced by six (6) or three (3) months, as applicable.

The calculation of actual State tax revenues will not include Federal stimulus spending or other one-time revenues, nor shall it include revenues from additional taxes or fees passed as part of the effort to balance the State budget. Additional specific provisions, applicable to determining whether targets have been met, may be applicable. Retroactive salary payments triggered by meeting these revenue targets will be subject to specific appropriation of the funds needed to support them by the Legislature as described in Article 35 of this agreement. Effective on the first pay week in January 2011, an additional \$0.50

per calendar week per full-time employee equivalent shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective on the first pay week in January 2012, an additional \$0.50 per calendar week per full-time employee equivalent shall be paid to the Mass Public Employees Health & Welfare Fund. Retroactivity shall be limited to Employees on the payroll on the date on which a pay increase is paid. In respect to the contracts first raise, only Employees on payroll in the payroll period during which the Governor signs the appropriation bill funding the contract shall be eligible for retroactive raises.

It is also hereby agreed to replace current classification appeals forms with one (1) form for both trust and state funded employees.

Section 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.

B. 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.

An employee who is promoted shall move to the step in the new classification based on step for step. The anniversary date for such employee shall become the date of promotion.

C. An employee, who is promoted, shall move to the step in the new classification based on step for step. The anniversary date for such employees shall become the date of promotion.

D. Effective July 1, 2010, or when the Agreement is funded by the Legislature, an employee, who is voluntarily or involuntarily appointed to a position in a lower salary grade, shall be placed on the appropriate biweekly step rate in the lower salary grade that is as close to but not equal to or greater than the employee's biweekly step rate in their current position.

The University does not agree to any retroactive salary adjustments for those previously impacted by the above proposed language, i.e., Arthur Girard, Robert Lisciotti, Ryan Feyrer and Baitao Wang. The University is agreeable, pending the effective date of an Agreement, to moving Ryan Feyrer and Baitao Wang forward to make them whole as indicated below:

Baitao Wang Currently Grade 7- Step 7 to Grade 7- Step 9
Ryan Feyrer Currently Grade 14 - Step 5 to Grade 14- Step 8

Should there be any step adjustments for either employee prior to the effective date of an Agreement, such transactions will be considered in the calculations to make each employee whole.

Section 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.

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 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 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 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 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 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 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.

D. Upon written request the Union shall be provided information concerning the basis on which this decision was made including qualifications and length of state service of the incoming employee.

Section 6.

The 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 or transferred out of the bargaining unit but remained in the employ of the University during the time from June 30, 1998, and the execution date shall receive appropriate increases as provided in this Article for their period of employment.

ARTICLE 18. Health And Welfare

Section 1. Group Health Insurance Contributions

A. The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependents under the Plan. The current pre-tax treatment of group health insurance contributions shall continue.

Section 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 July 1, 2001, the Employer agrees to contribute on behalf of each full-time employee equivalent a total of nine dollars (\$9.00) per calendar week.

Effective July 7, 2002, the Employer agrees to contribute on behalf of each full-time employee equivalent a total of ten dollars (\$10.00) per calendar week.

Effective July 6, 2003, the Employer agrees to contribute on behalf of each full-time employee a total of eleven dollars (\$11.00) per calendar week. Furthermore, should the Health and Welfare Trust choose out of its reserves to operate a day care reimbursement program for eighteen months the eleven dollars (\$11.00) shall be raised to twelve dollars (\$12.00). The program involves reimbursement up to five hundred (\$500.00) per member for approved day care costs each year.

Effective January 1, 2006, the University will contribute an additional one dollar (\$1.00) per week per FTE to the Health and Welfare Trust.

The amount of contributions for each year shall be based on the number of full-time equivalent employees 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; provided however that for non-state funded employees, the number of full-time equivalent employees 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 administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. Non-Grievability

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

D. Employer's Liability

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

ARTICLE 19. Promotions And Filling Of Vacancies

Section 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. If Grant Funded, the termination date, source of funding and length of funding, if known
6. Hours and Days of Work (Shifts).
7. 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 employee and every other person who shall have applied for such position in accordance with the terms of such notice.

F. If a position is advertised twice on the Yellow Sheet for the period of time required under this Agreement and no qualified applicant is identified, the position may be advertised outside of the University. A current bargaining unit employee, who does not apply through the Yellow Sheet process for such a position, may apply through an advertisement in the manner specified on the advertisement. An employee, responding to the advertisement in this circumstance, shall receive the same consideration as any other outside applicant and any language, giving preference to bargaining unit applicants through the Yellow Sheet process, shall not apply nor shall any language, relating to seniority by-pass or other similar processes, apply. In addition, an employee, responding to an advertisement for vacant position under the circumstances described in this paragraph, shall be responsible for providing all material, including but not limited to resumes, requested in the advertisement.

Section 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. Every feasible effort will be made to FAX the targeting letter to the Union Office by 4 pm on the Friday following the appearance of a targeted bargaining unit position on the yellow sheet. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time, the union shall be notified of the delay.

Section 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 4. Trial Period

A. An employee who is promoted, or laterally appointed shall serve a three (3) month trial period from the effective date of such promotion, or lateral appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months continuous employment from the most recent date of hire.

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. Provided however, 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 thirty (30) 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 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. Provided, however, 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 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 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 8. Maintainer

The title of Maintainer (Grade 5) is abolished effective July 1, 2001, and all employees in that title shall immediately be placed in either Dietary Worker or Maintainer I, as appropriate.

A Dietary Worker seeking appointment to a Maintainer I, and a part-time Maintainer I seeking a full-time appointment, within or without his/her current work location, shall both be considered a voluntary transfer, and be governed by the terms of Article 10, section 4.

Section 9.

Bargaining unit members promoted into positions determined by the Employer to involve the exercise of supervisory responsibilities may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision. Whenever practicable, training sessions will be scheduled during the 90-day trial period.

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 20. Layoff And Recall

Section 1.

A. Procedures

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 management 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, management 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

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than fifteen (15) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice. Failure by the employer to provide such notice to less than fifty-two (52) week employees shall not result in any payment of monies to those employees.

Section 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 in an equal or lower-graded classification for which management has determined the employee meets qualifications. An employee will have ten (10) working days in which to exercise his/her bumping options, following notification to the employee.

Layoffs shall be conducted within each division with all other provisions of this Article applicable. The divisions at shall be as follows:

1. Auxiliary Services
- a. Dining Services (includes those listings under Article 10, section

1.C.3)*

b. Campus Center (includes those listings under Article 10, section 1.C.3)*

- 2 University Health Services
- 3 Physical Plant
- 4 Parking Services
- 5 Athletics
- 6 Public Safety
- 7 Office of Information Technology
- 8 Transit
- 9 Distribution Services
- 10 Environmental Health and Safety
- 11 Housing Services
- 12 Other Academic areas.

*1a and 1b for purposes of this agreement shall be treated as divisions.

Section 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 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.

Section 5.

Less than fifty two week employees shall not be considered laid off during their periods of non-responsibility. They shall receive notice of an upcoming period of non-responsibility as provided in Supplemental Agreement C.

Section 6.

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.

Section 7.

Notwithstanding their position on the seniority list, in the event of a layoff the president and the ten chief stewards of the Union shall continue to be employed at all times, provided they can perform the duties of any available positions

Section 8.

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 9.

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 10.

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.

ARTICLE 21. Contracting Out

Section A.

Prior to issuing any RFP for consultants or outside vendors, the Employer shall notify the Union. The Labor/Management Committee shall meet within five (5) working days at the Union's request and may 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 Management. Said Committee's review may include, but is not limited to, the cost effectiveness of one system compared to the other (AFSCME unit members vs. outside vendor); the quality of work and the impact on career development. Within a reasonable amount of time 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.

Section B.

Notwithstanding the forgoing in instances in which the Union identifies a vendor performing work that has normally been performed by AFSCME Employees the Union may request a copy of the vendor contract or agreement under which the particular work is being performed and copies of a summary of payment made under that contract or agreement. In addition the, Union may request a meeting with Management concerning the possibility that bargaining unit members might provide the same service at lower cost or greater efficiency. Nothing in this provision shall alter the authority of the employer in this area provided for in Article 3 of this agreement or in any other section of the Contract.

Prior to issuing any RFP for consultants or outside vendors, the Employer shall notify the Union. The Labor/Management Committee shall meet within five (5) working days at the Union's request and may 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 Management. Said Committee's review may include, but is not limited to, the cost effectiveness of one system compared to the other (AFSCME unit members vs. outside vendor); the quality of work and the impact on career development. Within a reasonable amount of time 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 22. Out Of Title Work

Section 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.

Section 2. Work in a Higher Classification

A. Effective July 1, 2010, or when the Agreement is funded by the Legislature, any employee, clearly directed by his supervisor to perform work in a higher classification for a period of one (1) or more up to fifteen (15) consecutive work days, shall receive, in addition to his or her regular salary, Nine (\$9.00) Dollars per day. If after fifteen (15) consecutive workdays, the employee continues to perform work in a higher classification, said employee shall receive pay at the step determined by the established method of calculating step placement for promotions. Whenever any employee is assigned to any vacant higher rated position, s/he shall complete and transmit to his/her supervisor the form attached. 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.

B. 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. In no case shall an employee receiving out of title pay receive an overtime rate that is at less than 4% greater than their normal overtime rate at anytime during which they work out of grade.

Article 23. Special Recruitment Rate Positions

The Union hereby agrees to permit the following positions to be filled at a special recruitment rate which shall be defined as and restricted to the positions' current grade and at step 6 within that grade.

Physical Plant Utilities

Power Plant - Lead Operator/2nd Class Power Plant Engineer

Power Plant - Operator/3rd Class Power Plant Engineer

Utility Plant Operator Series

Physical Plant Building Maintenance and Housing and Residence Life Controls and Refrigeration System Specialist

When a recruitment rate is utilized and an appointment made at the special recruitment grade and step 6, all employees encumbering the same position shall be reallocated at the time the new appointment is made to a step 6 in the grade to which the new employee is hired.

ARTICLE 24. Classification And Reclassification

Section 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 or 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 Department of Personnel Administration for the purpose of describing the duties and responsibilities of each job title.

Section 2. Individual Appeal of Classification

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the

provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

Section 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 Director of Human Resources and shall forward a copy of same to the Union.

3. The Director of Human Resources or designee shall conduct a job audit within 90 calendar days of receipt of the request.

4. Within ten working days of completion of the job audit, the Director of Human Resources or designees 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 Director of Human Resources shall make a final determination within 30 calendar days of the hearing.

6. The decision of the Director of Human Resources may be appealed within 10 calendar days to the CEO or designee who shall issue a decision within 30 calendar days of receipt of the appeal.

7. The decision of the CEO may be appealed within ten (10) calendar days to the University President or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.

8. 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 next following the date of the appeal to the Director of Human Resources.

9. The above procedures shall also govern requests for class reallocations of "trust funded" positions.

10. 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 25. Class Reallocations

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the 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 2.

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

Section 3.

Effective July 1, 2001, the positions of Electrician, Grade 14, shall be upgraded to Grade 15, and the positions of Steam Fireman I, Grade 13, shall be upgraded to Grade 15, and the positions of Steam Fireman II, Grade 15, shall be upgraded to Grade 17.

ARTICLE 26. Professional Development

Section 1. **Tuition Remission**

A. Full-time Employees

1. Eligibility

a. All full-time employees of a public college or university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e below).

b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted or 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 (or 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 (or 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, has 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 (or his 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 Community College, State College, or University, twenty-five percent (25%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the

Regent's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

Section 2. 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 Director 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 University Personnel Officer, to travel to and from the work area to the class location.

Section 3. Labor/Management Workplace Education Program

A. The Employer and the Union recognize that the development of employee basic skills is linked to customer service, employee advancement and employee retention.

B. The success of the Labor/Management Workplace Education Program (LMWEP) of the Training and Development Unit is a testament to the commitment of both the University and AFSCME to qualify employee basic skills services. Since 1987 both the university and the Union have committed considerable good will, time and resources to this award winning joint effort.

C. By supporting and continuing LMWEP the Employer and the Union recognize the critical importance of maintaining on-going opportunities for employees to improve such workplace basic skills as writing, reading, math, English, communication, diversity and leadership. More, both employer and union affirm the worth of working together on this collaborative, joint labor/management effort. Investment in human resources is a priority for both Employer and Union.

D. It is therefore agreed that LMWEP shall be managed and operated under the following provisions:

a) Employees of LMWEP shall be University employees within the Division of Human Resources. The program of LMWEP shall reflect the subject areas noted in subsection C above. The goal of LMWEP shall be to provide effective services to the largest possible number of employees in the most cost efficient manner.

b) The LMWEP program shall be overseen by a joint labor-management committee consisting of five (5) members nominated by the University and five members nominated the Exclusive Representatives of the certified bargaining units on the Amherst Campus. All actions of this joint labor-management committee shall be by majority vote.

c) Any funds appropriated by the General Court of the Commonwealth for the purposes of supporting LMWEP shall be placed in a separate fund denominated for that purpose. The University and the Exclusive Representatives of the certified bargaining units on the Amherst Campus shall continue to explore approaches and methods for providing ongoing support for LMWEP.

d) The parties agree that on going discussion seeking to agree upon the most appropriate legal structure for the funds mentioned in Section C should be ongoing and if necessary continue beyond the expiration date of the contract.

Section 4. Training and Career Ladders

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 dollars (\$35.00) per fiscal year, effective July 1, 2001, 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. As such, 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.

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, 2004 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.

ARTICLE 27. Safety Procedures

Section 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 there under, 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 3 member review committee within 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 15 working days of said referral and shall make recommendations within 10 working days of the meeting. Time limits may be extended by mutual agreement of the parties.

Section 2.

There shall be established a committee to be known as the Union/Management Safety Committee. Such Committee shall be composed of twelve (12) members, six (6) representing the Employer and six (6) 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 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 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. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.

6. 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.

7. Employees shall notify the appropriate office of the University (i.e. Office of Employee/Labor Relations 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.

8. 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.

9. The Employer agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.

10. Employees needing transportation shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.

11. Employees shall not be assigned excessive or unreasonable workloads.

12. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.

13. The Employer shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine which shall be kept supplied and in working order.

14. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the Campus Safety Committee established by the terms of Article 26.

15. The Employer shall supply chemicals to eliminate nauseous odors.

16. The first aid area shall be equipped with a cot and necessary first aid supplies.

17. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.

18. Power tools and saws shall be sharpened by competent individuals.

19. An occupational health and safety program is available to employees for emergency care.

20. 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. 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.

21. 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.

22. Except at campuses 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.

23. Any grievance which cites an alleged violation of Article 26 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.

24. 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.

25. The issue of asbestos generally will be a permanent agenda item for the Campus Safety Committee established by the terms of this Article 26. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

Section 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 or 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 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 28. Probationary Employees

Section 1.

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

Section 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 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 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 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 6.

During the Probationary Period an employee may not laterally transfer or seek lateral appointment. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

ARTICLE 29 Disciplinary Action

Section 1.

A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted or given a written reprimand (the parties have agreed to exclude oral reprimands from the purview of just cause review) for disciplinary reasons without just cause.

Section 2.

Just cause may include, but shall not be limited to the following with each discipline being treated on a case by case basis:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties;
- C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;
- D. Insubordination, which shall mean a refusal to carry out a direct order;
- E. Dishonesty in the performance of assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
- H. Institutional theft.
- I. Permitting another to use one's University identification, or using another person's identification or altering a University identification card (not UCard);
- J. Threatening and intimidating or bullying an employee(s) or a supervisor.

Section 3.

When terminating a unit member, the CEO shall inform the member in writing with the reasons therefore.

Section 4.

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

When an investigation may lead to the discipline of an employee, the supervisor shall advise the employee that he or she may be accompanied by a Union representative.

Section 5. Non Dot Alcohol and Controlled Substances Abuse Policy

Purpose

The University recognizes its responsibility to seek all measures considered necessary to ensure the safe and efficient operations of its facilities and vehicles. This responsibility, which demands comprehensive safety measures, extends not only to the protection of the well-being of our employees and facilities, but in

particular, to the community we serve as well as the general public. Our commitment to the protection of our students, employees, operations and the public is evidenced by the implementation of programs and procedures which ensures compliance with appropriate safety measures and all applicable laws and regulations, including but not limited to the Drug-Free Workplace Act.

As a matter of law and general practice, the University has the responsibility to implement reasonable work rules governing the conduct of employees on University property or off University property while engaged in University business. The unlawful manufacture, dispensation, distribution or unauthorized use of or possession of alcohol, drug and controlled or illegal substances or the paraphernalia associated with its use on University premises, including parking areas, or outside University premises on University business is absolutely prohibited. Because of the growing concerns of alcohol and drugs in the workplace, and their potential impact with respect to the safe and efficient operation of our facilities, vehicles and equipment, the following represents the University's NON DOT Alcohol and Controlled Substances Abuse Policy.

Goals and Objectives

In accordance with the above, the University of Massachusetts Amherst's NON DOT Alcohol and Drug Testing/Screening Program employs five (5) principles as a means to achieve the goals of providing public safety, a workplace free from the effects of alcohol and drug use, and to ensure the fair treatment of employees.

The first principle is a commitment by the University and the Union to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested, and free from harassment by any supervisor. While only a supervisor can order testing, the parties recognize that all employees have a duty/responsibility to report suspicious abuse of alcohol and/or controlled substances. Where there is a complaint that a supervisor has harassed an employee(s) through the ordering of tests, said supervisor may be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug use. As such, the University will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement. The Union may select up to three (3) representatives per session to voluntarily attend this specialized training, at the Union's expense, depending on space availability.

The third principle is detection. The University will employ alcohol and drug testing in post-incident situations and testing based on reasonable suspicion. All testing will be done by a laboratory certified under the Federal Department of Health and Human Services (FDHHS) Mandatory Guidelines for federal workplace alcohol and drug testing programs.

The fourth principle is treatment and rehabilitation. The University supports rehabilitation for those employees whose job is in jeopardy yet who sincerely desire rehabilitation services. All employees are encouraged to receive help for alcohol and drug problems through participation in a recognized, certified rehabilitation program.

The fifth principle is enforcement, which is essential if deterrence, rehabilitation and detection are to be successful. All employees must be fit for duty, as defined within this program. As required by the Federal Drug-Free Workplace Act of 1988, this NON DOT Alcohol and Drug Testing/Screening Program proactively notifies all employees that the unlawful manufacture, distribution, dispensing, possession and/or use of a controlled substance is strictly prohibited at all times, on institution property,

and in the conduct of institutional business.

Employees found to be in violation of any of the provisions contained in this NON DOT Alcohol and Drug Testing/Screening Program shall be subject to discipline in accordance with the disciplinary authority set forth in this Agreement.

Definitions

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, methyl, or isopropyl alcohol.

Alcohol Concentration: Also called alcohol content.

Breathalyzer Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process.

Confirmation Test: In alcohol testing, a second test with a result of 0.02 or greater that provides a quantitative measurement of alcohol concentration.

Controlled Substances: In this policy, the terms drugs and controlled substances are interchangeable and have the same meaning. Unless otherwise provided, in accordance with MGL Chapter 94C, all drugs will consist of determinations of the presence of five (5) drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates, and benzodiazepines.

Designated Employer Representative: Usually the Human Resources Manager/Coordinator for the area or the employee so designated to administer or oversee the process in a specific area/department of the University.

FSAP/EAP (Faculty Staff/Employee Assistance Program): Programs available on campus or in the adjacent area to assist an employee among with, other counseling services, addressing alcohol and/or drug related issues either prescribed or recommended by an MRO, SAP, or both. An employee may access such services on their own initiative without having tested positive for with alcohol or controlled substances. The University's FSAP office is located in the University Health Services Building, Ground Floor. Any other information and/or resources may be obtained from your Department's Human Resources Representative.

Medical Review Officer (MRO): A licensed physician (MD or OD) responsible for interpreting lab results from the Alcohol and Drug Testing/Screening Program. The MRO has knowledge of substance abuse disorders and can interpret and evaluate an individual's confirmed positive drug test results together with his/her relevant biomedical information. The MRO performs the following: receives drug test results from the laboratory, conducts administrative review of control and custody forms, reviews and interprets confirmed positive tests, requests laboratory to retest if appropriate, notifies each employee that has a positive test, has the authority to cancel a test and reports all verified test results to the Designated Employer Representative.

Screening Test: In alcohol testing, the initial test performed to determine if an individual has a prohibited concentration of alcohol in his/her system. In controlled substance testing, a procedure to eliminate negative urine specimens from further consideration.

Substance Abuse: Refers to patterns of alcohol or controlled substances use that result in negative health consequences, impairments in social, psychological, and/or occupational functioning.

Substance Abuse Professional (SAP): A licensed physician (MD or OD) or a licensed certified psychologist, social worker, or addiction counselor with experience in diagnosis and

treatment of alcohol and substance problems.

What Are the Alcohol and Drug Prohibitions?

A. Alcohol Prohibitions: Employees may NOT report for duty or stay on duty:

1. With an alcohol concentration of 0.02 (*see screening and confirmation tests) or greater; or
2. If in possession of alcohol (unless it is being transported as cargo);
3. If using alcohol; or
4. Within four (4) hours of using alcohol (if not on standby, no penalty shall result from declining a call-in until at least four (4) hours has passed since the last consumption of alcohol).

Employees, who have had an on-duty accident, may not use alcohol until initial post-accident investigation or they are released from work.

Employees, who have had an on-duty accident, must submit to a breath alcohol test, if the incident investigation indicated the employee is at fault or may have been at fault.

Employees may not refuse to submit to alcohol testing. Refusal shall be considered a positive test.

B. Drug Prohibitions: Employees may NOT report for duty or stay on duty while using any illegal drug(s), or controlled substances except when said controlled substance has been prescribed by a physician, provided to the designated employer representative before any incident and does not interfere with one's ability to perform the functions of his/her position in a satisfactory manner.

Employees shall not report to duty or stay on duty if he/she has tested positive for illegal drugs and/or controlled substances.

Employees, who have had an on-duty accident, must submit a urine sample for testing, if the incident investigation indicates the employee is at fault or may have been at fault. If the post-accident investigation determines the employee is not at fault, any urine sample provided will be destroyed, except on written request of the unit member that the sample be tested.

Employees may not refuse to submit to drug testing. Refusal shall be considered a positive test.

What Tests Are Required and When Will I Be Tested?

There are particular situations where testing of employees can be done to determine the presence of alcohol and/or drugs.

1. Post-Incident: Any employee shall be subject to an immediate post-incident alcohol and drug test when involved in a "critical incident."

A "critical incident" may be defined as:

- a) The actions of any at-work employee which results in the death of a person by any means;
- b) One that results in bodily injury to the employee, co-workers, student(s) or staff, damage to University equipment, vehicles or causes the vehicles to be towed.

2. Reasonable Suspicion: An employee may be subjected to reasonable suspicion testing, if the University believes the employee has violated the policy and is suspected of impairment by use of alcohol or controlled substances. Two (2) duly certified managers/supervisors shall make a determination that reasonable cause exists to require the employee to undergo an alcohol or drug testing based on specific contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee. Alcohol testing for reasonable suspicion must take place within eight (8) hours of the observations. Employees may not report for duty or stay on the job while under the influence of alcohol. The University will not allow any employee to perform any job duties until his/her alcohol concentration is less than 0.02 or twenty-four (24) hours have passed from the time of the initial testing.

Managers/Supervisors charged with the responsibility of determining reasonable suspicion must have a minimum of sixty (60) minutes of training on controlled substances and a minimum of sixty (60) minutes of training on alcohol misuse. The training must cover the physical, behavioral, speech and performance indications of probable use of controlled substances.

Testing for reasonable suspicion shall require thorough documentation. A written record of the observations leading to alcohol and controlled substances testing must be created by the managers/supervisors making the observation within twenty-four (24) hours of the observed behavior.

All alcohol and drug abuse suspected violations on site (University of Massachusetts, Amherst) shall be thoroughly documented and monitored by at least two (2) certified personnel.

What Happens If I Refuse to Be Tested?

Employees must submit to alcohol and drug testing either post-incident or if reasonable suspicion has been determined. If a unit member refuses to be tested, it shall be considered to be a positive test, the consequences of which are enumerated later in the policy. Refusal to test is defined as any time the employee either fails to provide enough breath for alcohol testing or enough urine for controlled substances testing (without a valid medical excuse previously provided to the designated employee representative) after being notified of the test, failure to remain available for testing, leaves the scene of an accident/incident before the test is administered, or if the employee otherwise obstructs the testing process.

How Is Alcohol Testing Done?

Alcohol testing* is done by analyzing an employee's breath alcohol. The test is given by a Breathalyzer Alcohol Technician. The results are reported immediately to the employee and the MRO. If the blood alcohol concentration is 0.02 or higher, the employee will be asked to take a second breathalyzer test. The first test is called a screening test and the second test is referred to as a confirmation test.

If the confirmation test confirms a blood alcohol concentration of 0.02 or greater but less than 0.04, the employee shall be sent home for the balance of the work day and placed in a no pay status. Separate successive incidences, by the same employee, will subject him/her to the disciplinary process enumerated in the existing collective bargaining agreement. If an employee tests negative, except for the noted requirements above, the testing provider will inform the employee and the Designated Employee Representative that the employee is eligible to return to work.

If the employee refuses to be tested or to sign the testing form, the test is considered positive and the laboratory will immediately notify the appropriate Designated Employee Representative.

*Alcohol Testing: Under the University's current CDL Alcohol and Controlled Substance Testing Policy, CDL drivers shall only be tested for alcohol immediately prior to performing, during, or immediately after performing safety sensitive functions. Under this NON DOT policy, CDL drivers, when not performing safety sensitive functions, may be tested anytime for reasonable suspicion while the employee is at work. If a CDL driver is not performing safety sensitive functions and is tested for alcohol pursuant to this NON DOT policy, he/she must be so advised that the testing shall occur pursuant to this NON DOT policy.

How Is Drug Testing Done?

Controlled Substances Testing is done by analyzing a urine sample which is collected in a private location.

1. In accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five (5) drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine

metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates, and benzodiazepines.

2. The collection site person divides the urine sample into two (2) containers (split sample/specimen)* in the employee's presence. The primary sample is sent to a testing laboratory certified by FDHHS.

*Split Sample (Specimen): Each urine sample is divided into two (2) separate bottles; one (1) is labeled primary and the other secondary. Only the primary sample is opened and tested; the second remains sealed and is stored in the laboratory. If the analysis on the primary sample confirms the presence of illegal, controlled substances, the employee has only seventy-two (72) hours to request that the secondary sample be sent to another FDHHS certified laboratory for analysis, and a second opinion. Split sample analyses will be paid for by the University. While waiting test results, the employee will remain on leave with pay until the results are received.

3. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.

4. The confirmation test will be done (on the same sample) using a specialized procedure called gas chromatography/mass spectrometry to ensure that over the counter drugs are reported as positive.

5. If the first test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a reason for a positive result. If the MRO determines a legitimate medical reason, the test may be reported as negative.

6. After being notified that the first test was positive, the employee will have seventy-two (72) hours to contact the MRO and request a test of the split specimen. If the employee does not contact the MRO within seventy-two (72) hours, but can prove a legitimate reason for not doing so, the MRO may order the split specimen to be tested per request of the employee. The MRO will then notify the Designated Employer Representative of the request for the second test. To ensure objectivity, the split sample will be sent to a different FDHHS certified lab for testing. The costs associated with testing a split specimen shall be the responsibility of the University.

7. Removal from duties is required following the first positive drug test. If the analysis of the split sample/specimen does not confirm the presence of drugs, the MRO shall report this to the employer and the employee. In this case, any paid leave used or time off the payroll will be restored to the employee.

What Are the Consequences of Violation the Alcohol or Drug Prohibition?

A test of 0.04 or greater shall be considered a positive test.

Positive Alcohol Tests

First positive test: In the first instance of a positive test (0.04 or greater), the employee shall be sent home and recorded in a no pay status for the balance of the day. Effective the next day, the employee shall be suspended without pay for five (5) workdays. The employee must successfully complete any program as identified, if required, by the Substance Abuse Professional and/or Medical Review Officer as well as pass a return to duty test before being permitted to return to work.

Second positive test: In the second instance of a positive test (0.04 or greater), the employee shall be sent home and recorded in a no pay status for the balance of the day. Effective the next day, the employee shall be suspended without pay for ten (10) workdays. Following a meeting, first with the MRO within

seventy-two (72) hours of the positive test and the SAP if recommended, the employee shall enroll in a treatment program, successfully complete it and subsequently pass a return to duty test before being permitted to return to work. If SAP treatment is not required, the employee must still pass a return to duty test. From the initial date of return to work, the employee shall be subject to at least six (6) random alcohol tests during the twelve (12) months. A positive test, (0.04 or greater) of any of the six (6) administered tests during that year, shall result in immediate discharge.

Third positive test: A positive test (0.04 or greater) by the same employee, any time after previously having tested positive and having successfully completed the requirements required in the second instance, shall result in an immediate discharge.

All return to duty tests must manifest less than 0.02 concentration of alcohol. MRO and/or SAP authorized return to duty test will be paid for by the University.

Positive Drug Tests:

1. Identification of any amount or level of any panel of drugs to be tested shall be considered a positive test. Subsequent to a positive primary test, the MRO shall discuss with the employee the test results and other appropriate considerations. If a split sample test is/was conducted and determined to be positive, the MRO shall make a recommendation to the employee to meet with a Substance Abuse Professional no later than seventy-two (72) hours) after the confirmation of the positive split sample results. The employee shall meet with the SAP for an assessment, possible required enrollment in a treatment program, and before being permitted to return to work, successfully pass a return to work duty test. If the employee successfully passes the return to duty test, he/she prior to returning to employment, shall serve a ten (10) day suspension without pay. Subsequent to returning to work, the employee shall be randomly tested for any amount or level of panel of drugs at least six (6) times during the next twelve (12) months. Positive results for any of the six (6) tests will result in immediate discharge.

2. A second positive test for the same employee, any time after having completed the requirements enumerated in Step #1, shall result in immediate discharge.

Return to duty testing is required for employees, who have tested positive for illegal drugs and/or controlled substances before they return to work. The MRO/SAP authorized return to duty tests must be negative and will be paid for by the University.

General Provisions for Alcohol and Drug Testing

Payment of recommended programs may be covered by the employee's health insurance according to the terms set forth in his/her policy. Deductibles and co-payments are the responsibility of the employee.

If an employee has an Adulterated Alcohol/Drug Test (i.e. the specimen has been tampered with by the employee), it will be considered a refusal to test and shall be subject to the penalties the same as a positive test.

This policy requires that the employer provide employees an opportunity for treatment. Absences from work, needed for treatment, shall be covered by applicable sick leave and/or FMLA policies and procedures.

Failure of an employee to strictly adhere to any of the time requirements, enumerated throughout this policy, will result in immediate termination.

When Can an Employee Return to Work?

Before returning to work, the employee must:

- 1. Have less than a 0.02 concentration of alcohol or a verified negative drug test, depending on the violation.
- 2. Complete a recommended program for treatment, if any.

Enforcement

All supervisors will be expected to enforce this NON DOT Alcohol and Controlled Substance Testing Policy consistent with its terms and conditions. However, AFSCME supervisors may not order testing of other AFSCME unit members. Any supervisor, found to ignore or disregard the provisions of this policy, will be subject to discipline.

Use of Employee's Time

Separate from any disciplinary action reference in this policy, should the employee be required to be out of work as a consequence of a course of treatment required for any violation of this policy, he/she shall first use any and all sick time available to him/her, then personal or compensatory time, then any unused vacation time. Any days necessary after that may be unpaid.

Sign off Sheet

I have read and/or have had explained to me, the Alcohol and Controlled Substances Testing Policy, as approved by the University of Massachusetts, Amherst and AFSCME Local 1776.

PRINT NAME _____

SIGNATURE _____

DATE: _____

Authorization for Release and Receipt of Information

I, the undersigned, hereby authorize the Substance Abuse Professional to advise the Designated Employer Representative, in my respective work area, that I have entered a treatment program (start date), the approximate length I will be enrolled (end date) and when my return to duty test will be given and the results subsequently provided to my employer.

I further understand that failure to execute this agreement will result in my immediate termination.

Employee's signature

Date

Employer Designated Representative

Date

Supervisor's Accident Report

Date: _____ Time: _____

Location of incident

Accident related injuries? Yes No (circle) I f y e s ,
provide details.

Provide a brief summary of accident:

Description of other party(s) involved:

Police at scene? Yes No (circle) I f y e s ,
provide jurisdiction:

Name (Supervisor/Manager) Name (Supervisor/Manager)

Date Date

Reasonable Suspicion Report Form

Date: Time:

Location of incident/accident:

Accident related injuries? Yes No (circle) I f y e s ,
provide details.

Provide a brief summary of accident:

Description of other party(s) involved:

Police at scene? Yes No (circle) I f y e s ,
provide jurisdiction:

Name (Supervisor/Manager) Name (Supervisor/Manager)

Date Date

ARTICLE 30. 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 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 - the term "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, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.

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.

F. Temporary Employees - The University may hire or promote an employee temporarily only under the following conditions. The termination of a temporary employee at the end of their service shall not be considered a layoff and shall if they were not previously employed by the University constitute a complete and final separation from employment. If the employee was previously employed by the University they may be returned to their prior position. A temporary employee or a temporarily promoted employee may not grieve or arbitrate the termination of their temporary employment. Upon written request from the Union a labor-management meeting shall be held to review the status of and prospective circumstances of a temporary position provided that such meeting shall not occur more often than once in each year of the temporary appointment. Temporary promotion and employment shall be limited to the following circumstances:

a) An employee may be hired to fill a vacancy on a temporary basis. Such appointment shall not exceed the end of the fiscal year in which the appointment is made or six (6) months whichever is longer.

b) An employee may be hired to fill a vacancy when an employee is on leave due to illness, injury or any other approved leave. Such position may be filled for the duration of such leave.

c) Employees may be hired for a specific project or a specific need provided the duration of the appointment is announced on the job posting. A term appointment may not to exceed two (2) years.

d) Temporary appointment shall be made under the following conditions:

Appointments determined to be of thirty (30) working days duration or longer shall be advertise on the yellow sheet. In all cases appointments which last more then thirty (30) working days shall be advertised on the yellow sheet.

Section 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. 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 4. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein. However, in the event the Union or an employee files a complaint before EEOC, MCAD or MLRC, and a grievance has been filed on the same matter, said grievance will be put in abeyance pending outcome of the complaint. If the

Employer prevails in the above forum(s), the grievance shall be processed accordingly. If the Union or the employee prevails, the grievance shall be deemed withdrawn.

C. 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 or members 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 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 three (3) days with the grievant and attempt to resolve the grievance. If within three (3) 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. Grievance involving the termination of an employee shall be filed in the first instance at step 3 of this Agreement which is the step involving the Chief Executive Officer of the Campus or Designee.

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

If the grievant elects to proceed to this Step, then 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 the 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: Chief Executive Officer of the Campus or Designee

If the grievant elects to proceed to this Step, then 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 shall 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.

D. Step 4. Mediation and Arbitration.

Within forty (40) days of receipt of the Step 3 decision, 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 or members 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: Tammy Brynie, Timothy Bucklew, Joan Dolan, Paul Dorr Ann Gosline, William Hayward, Nancy Peace 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.

5. 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.

6. Decision of the Arbitrator

Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:

a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, 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.

7. 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.

Section 4. 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 5. 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 6.

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 31. Personnel Files

Section 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, maintained at the campus Division of Human Resources, currently located in Whitmore Administration Building.

C. Unit members shall not be charged for a reasonable number of copies of material within their Personnel file.

Section 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 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.

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 4.

Upon request of the employee, negative material shall be removed from the employee's Personnel File unless the Labor Relations Administrator determines it shall not be removed. In making a decision as to whether material will be removed, the Administrator shall consider the time which has elapsed since the material was placed in the employee's file, the employment record of that employee, and the importance of the material to maintaining necessary information about an employee's University service. The decision of the Labor Relations Administrator as to whether material will be removed from the file shall be issued in writing with reasons. In the case of material that is more than three (3) years old, the decision of the Administrator shall be subject to review through the grievance arbitration procedure as to whether the decision to not remove material was arbitrary and capricious. The parties agree to use an expedited process with the Board of Conciliation and Arbitration for those decisions by the Administrator that are challenged by the Union in arbitration pursuant to this Section. The parties recognize that letters of suspension are considered negative material under the terms of this Section.

Section 5.

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 32. Evaluation Of Employees

Section 1.

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

A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;

B. Serve as an important motivational tool and 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 develop his/her

competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

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 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 Standard" rating.

Section 4. Evaluation Appeal Process

A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:

1. a one - time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period) or
2. a 90-day re-evaluation period.

B. An appeal of the original evaluation shall be initiated at the President's level within 21 days. Appeals shall be held by a tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by Management, and one (1) mutually agreed upon neutral third party. Prior to the implementation of this Section, the Union and Management will meet and agree on a list of "third party neutrals".

1. The standard of review to be applied by the Panel shall be solely limited to whether or not the final performance rating of "Does Not Meet Standards" was justified.

2. The decision of the Tripartite panel shall be final and binding.

3. Any employee having a "Does Not Meet Standards" rating overturned shall be made whole in as prompt a manner as possible.

4. Any decision in favor of the employee will be effective from the month of the appeal forward.

C. The re-evaluation period shall be 90 days in length. An employee shall have his/her re-evaluation done at the end of the 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 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.

D. 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.

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

Section 5.

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

Section 6.

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 three (3) of the grievance procedure.

Section 7.

The implementation of section 3, sub-sections A and C, and section 4 of this article shall be subject to guidelines developed by a campus labor-management committee.

Section 8.

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.

ARTICLE 33. 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 twelve (12) members: six (6) representing the Employer and six (6) 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 34. No Strike/No Lockouts

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 35. Cost Items And Appropriation By The General Court

Section 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 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 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 36. 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 there under, 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 36.

ARTICLE 37. Duration

This Agreement shall be for the three (3) year period from July 1, 2009 to June 30, 2012 and terms 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 at a time agreed to by the parties..

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

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

SUPPLEMENTAL AGREEMENT A. Regarding Vacations For Employees With Less Than 52 Weeks Guaranteed Employment

Employees in positions with less than fifty-two (52) weeks

guaranteed employment and/or subject to periodic layoff, shall accrue creditable service in such months in which they are laid off in excess of two (2) working days based on the cumulative total of days worked in such month. Holidays, approved sick leave, paid personal leave, vacation leave, and compensatory days shall be counted as days worked. Each twenty (20) days worked in such months shall be counted as creditable service for vacation purposes. Appropriate vacation shall be credited to said employee at the end of each payroll month of employment. Leave without pay of two (2) days in any payroll month shall result in the loss of accrual for the month in accordance with Article 13 (Vacations).

SUPPLEMENTAL AGREEMENT B. Campus Security

The parties agree to the following for all Campus Security Personnel employed within the bargaining unit.

Section 1.

The provisions of Article 10, Section 5 (Call Back) shall be applicable to Campus Security Personnel required to appear in court.

Section 2.

Effective July 1, 2001, Campus Security employees will be allowed a clothing and equipment allowance not to exceed six hundred dollars (\$600) per person. Effective July 7, 2002, Campus Security employees will be allowed a clothing and equipment allowance not to exceed six hundred twenty-five dollars (\$625) per person. Effective July 6, 2003, Campus Security employees will be allowed a clothing and equipment allowance not to exceed six hundred fifty dollars (\$650) per person. One hundred dollars (\$100) of the above sums each year shall be used for footwear. The above allowances shall be for the purpose of purchasing clothing and equipment required by the campus. The provision of this section shall not apply to the purchase of handguns.

Payment shall be to a designated vendor or to the employee upon presentation of proper receipts from a designated vendor.

Section 3.

A. Employees hired or promoted into Campus Security positions which require the successful completion of a job related training program, and who have entered such training program prior to the end of his/her probationary/trial period as established in Article 27, Section 1 or Article 19, Section 4, shall be covered by the following provisions:

1. The probationary/trial period, as established in Article 27, Section 1 or Article 19, Section 4, shall continue until the completion of the designated training programs or the time limits established above, whichever is greater.

2. For employees who fail to successfully complete the designated training program, the CEO shall have five (5) working days to make a determination regarding the employee's status in accordance with Article 27 or Article 19.

B. Within thirty (30) days following the ratification of this Agreement, the CEO, shall discuss with the appropriate union official, the type of training required for new Campus Security Personnel. Prior to a change in the type of training required or where the Employer is instituting a required program, the CEO or designee shall notify the appropriate union official.

C. Individuals hired or promoted into Campus Security Personnel positions shall be notified, prior to the date of hire/promotion, of the type of training required. For Campus Police Officer positions, the position posting for the vacant position shall indicate the type of training required by the Employer and the possible consequence of the failure to complete such training.

Section 4.

Any provision of the Agreement to the contrary notwithstanding, parties agree that any employee who is hired or promoted into a Campus Security position, and who is enrolled at

the expense of the employer in a job related training program shall, as a condition of employment, return to the service of the College for a period of service as set forth below for each month or portion thereof that the employee was enrolled in such job related training program. In default of the completion of such service, he/she will refund to the Employer an amount equal to such proportion of the salary received by him/her while enrolled in such job related training program as the amount of service not actually rendered bears to the entire amount of service agreed to be rendered.

The period of service to be rendered by the employee enrolled in such a job related training program shall be as follows:

A. For a training program of eight (8) weeks duration or less there is no obligation for continued service to the University.

B. For a training program of greater than eight (8) weeks duration but of less time than the training program for Municipal Police Officers conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$3,000 or eighteen (18) months of service to the University from the date of graduation from such training is required.

C. For a training program equivalent to that required for a Municipal Police Officer and conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$4,000 or thirty-six (36) months of service to the University from the date of graduation from such training is required.

Section 5.

All training required by state law or by the Employer shall be at the full expense of the Employer. When the employee is required to attend training on a day on which he/she is not otherwise scheduled to work, said employee shall be compensated at the rate of time and one-half of his/her regular rate of pay for such training.

Section 6.

With respect to Article 26, Safety Procedures, the parties further agree as follows:

A. Recognizing the need to maintain a safe environment, the Employer shall make reasonable efforts to fill vacancies in the Campus Security workforce.

B. At the request of either party, the Labor/Management Committee shall meet to discuss the concerns of the Campus Security Personnel. The parties also agree that concerns related to Campus Security shall constitute a standing agenda item of the Campus Labor/Management Committee. At Labor/Management or Safety Committee meetings where Campus Security issues are to be raised, either party may invite a Campus Security employee to attend such meetings.

Section 7.

A. For the purpose of this section, a detail shall mean a work assignment outside of normal working hours that is paid for by an outside agency or organization which is not an organization or department of the University, or work requested by a department other than the Public Safety Department.

B. Employees who work paid details shall be compensated at the rate of time and a half (1 1/2) of their regular rate. Employees who work paid details at non-athletic Mullins Center events shall be paid the top step overtime rates plus one dollar (\$1.00) There shall be a minimum of four (4) hours pay for each such paid detail.

C. The Employer shall require a notice of cancellation of a detail from the requester to the University of at least eight (8) hours prior to the time the detail is scheduled to begin. If the requester fails to notify the University within the above-specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

Section 8.

On each August 15 and February 15, respectively, badge numbers will be assigned and reassigned among Unit members holding Campus Security positions according to an individual's

seniority by position title, with the lowest badge number being assigned to the most senior individual and the highest badge number being assigned to the most junior individual.

SUPPLEMENTAL AGREEMENT C. Regarding Summer Employment For Less Than 52-Week Employees

Section 1.

The Employer will make a reasonable effort to provide summer employment for AFSCME bargaining unit members with less than fifty-two (52) weeks guaranteed employment and/or subject to periodic layoffs. Moreover the parties recognize that in some cases the designation of an employee as thirty-five (35) or fifty two (52) week employee may be overridden in the case of Auxiliary Services by seniority to determine who shall be employed for the summer. The employer will provide less than fifty two week employees two weeks notice of the start of periods of non-responsibility. Should such notice be untimely it shall not create any obligation on the part of the University to make any payment or pay any wages to the employee entering the period of non-responsibility.

Section 2.

The Director of University Dining and Retail Food Services (hereinafter referred to as Director), or his/her designee, shall annually determine the number of such employees required to meet the customer demand for dining and retail food services for the summer weeks of the employees' period of non-responsibility. These employees shall be selected on the basis of their campus seniority and shall be permitted to schedule the use of accrued vacation, personal and compensatory time except during those periods of time identified by the Director, or his/her designee, as periods of time when the customer demand will not permit any vacation. The remainder of the unit members shall not be employed in their regular positions by Auxiliary Services. Such employees may use accrued vacation, personal and compensatory time during this period of non-employment. The employer shall pay its monthly percentage of the rate for the Group Health Insurance Plan. If additional employment is available for brief periods of time during peak periods of customer demand, it will be offered to such employees, on a campus seniority basis.

Section 3.

Annually by the third Monday in April the Director shall inform the Union in writing of the number of employees in each group, as defined below, that shall be employed in the upcoming summer. It is understood that not all groups may be utilized each summer. The determination of the number of employees needed shall be based on the needs of Dining Services. Employees shall be selected based on campus seniority provided that management determines they are able to perform the job and there is adequate staffing within each needed classification.

Section 4. Period of Non-responsibility for All Employees

All unit employees in Auxiliary Services employed in Dining and Retail Food Services may be subject to a possible period of non-responsibility for the period of the Monday following Commencement until the first Monday in June without possibility of reinstatement in their regular jobs for that period.

A number of employees, if any, annually determined by the Director, based upon campus seniority, who elect to work, may be retained during the period of non-responsibility to clean the Dining Halls. A number of such employees annually determined by the Director shall be assigned to clean each hall. Employees shall be assigned to clean the Dining Hall to which they are regularly assigned. However, if there are fewer than one quarter of the determined number from any given dining hall, employees from one hall among the designated number of senior employees that are above the number determined above, shall be assigned to that hall by inverse seniority.

During the period of non-responsibility, employees may use accrued vacation, personal and compensatory time. Management may at its sole discretion recall certain employees for training during that week. However, any employees needed to perform work ancillary to the training, shall be called back on the basis of their seniority within the building where the training is being conducted. The Union shall be informed of who attends training, when the training occurred and what the training concerned.

Anyone eligible for a group based upon seniority may elect to become part of any group described later in the agreement. Such election must be made no later than one week after the employee receives notification of the group to which they belong and may not be revoked without permission of the Director.

Group 1

A number of employees in Dining and Retail Food Services to be annually determined by the Director shall return to work on the first Sunday in June and be employed for the entire summer excluding the above-mentioned week. They shall be selected based on campus seniority provided that management determines they are able to perform the job and there is adequate staffing within each needed classification

The unit employees who work for the entire summer shall be paid at their current classification and grade even if they are assigned to work in a lower classification. During peak business periods, employees assigned to lower classifications may be assigned to work in their regular titles. Management shall determine the number of employees needed in each classification. Employees shall work and be compensated in accordance with Article 22 of the Collective Bargaining Agreement. Management will make functional assignments pursuant to Article 10, Section 2. Employees may use accrued vacation time but must schedule their vacations by the first Monday in May. Vacation time shall be awarded on the basis of campus seniority. No vacations may be taken the last two weeks of August. Once vacation time is authorized it may not be changed unless authorized by the Director.

Group 2

A number of positions in Dining and Retail Food Services to be annually determined by the Director shall be available for eligible employees for a callback period from fourth Sunday in June, until the end of the summer.

Employees may use accrued vacation time but must schedule their vacations by the first Monday in May. No vacations may be taken the last two weeks of August. Vacation time shall be awarded on the basis of campus seniority. Once vacation time is authorized it may not be changed unless authorized by the Director.

During the callback period said employees shall be paid at their current classification and grade even if they are assigned to work in a lower classification. During peak business periods, employees assigned to lower classifications may be assigned to work in their regular titles. Management shall determine the number of employees needed in each classification. Employees shall work and be compensated in accordance with Article 22 of the Collective Bargaining Agreement. Management will make functional assignments pursuant to Article 10, Section 2.

Group 3

A number of employees in Dining and Retail Food Services annually determined by the Director and selected on the basis of seniority as long as such seniority provides adequate staffing within needed classifications, shall be subject to a period of non-responsibility for the summer without possibility of reemployment in their regular jobs except for a callback period from the fourth Monday in June through the third Saturday in July.

Employees shall accrue one month's vacation and sick

leave credits from during this period, but will not be permitted to use previously accrued vacation, personal or compensatory time leave credits during this period of employment. Employees may use up to three (3) sick days during this period of employment; such usage must be supported by a physician's note.

During the callback period said employees shall be paid at their current classification and grade even if they are assigned to work in a lower classification. During peak business periods, employees assigned to lower classifications may be assigned to work in their regular titles. Management shall determine the number of employees needed in each classification. Employees shall work and be compensated in accordance with Article 22 of the Collective Bargaining Agreement. Management will make functional assignments pursuant to Article 10, Section 2.

Group 4

By the third Friday in April, employees shall be informed whether their seniority makes them eligible for Groups 1, 2 or 3. Employees whose seniority does not qualify them for jobs in Group 1 or 2 or who, although eligible for Group 1, 2 or 3, so elect within one week after group membership is announced, will be able to apply for the following positions in Dining and Retail Food Services or other University departments where jobs may be made available. Employees shall be selected for positions on the basis of campus seniority if management determines they have the ability to do the job. Once employees have chosen a job they shall not be able to bump into another position. The following positions shall be available:

Annually the Director shall determine a number of part-time (minimum 20 hours per week) temporary jobs in Dining and Retail Food Services for a callback period beginning the first Sunday in June. During the callback period said employees shall be paid at their current classification and grade even if they are assigned to work in a lower classification.

The twenty hours shall be scheduled as straight time unless the employee requests a split shift.

Employees who are hired into the above described temporary jobs shall not accrue vacation or sick leave credits and will not be permitted to use previously accrued vacation, sick, personal or compensatory time leave credits during their employment except, each may use one week (five consecutive days) of accrued vacations and may use up to three (3) sick days, supported by a physicians note. Bereavement leave may be used in accordance with Article 11, Section 3. If management determines that the employee can be spared, he/she will not be scheduled to work on the Saturday and Sunday preceding and following the vacation. Selection of the vacation week shall be by seniority to be scheduled by the first Monday in May.

Annually by the third Monday in April the Director of Housing Services, the Director of the Physical Plant or any other University Department that wishes to participate in hiring Dining and Retail Food Services employees for the summer shall determine if any full-time temporary positions are available. Positions identified shall be paid at grade 5, step10. An interview shall be conducted.

Said positions shall begin on the last Monday in May, and end on the first Saturday in September.

Said employees shall accrue vacation and sick leave. Employees may use up to three (3) vacation days and three (3) sick days during the period. Bereavement leave may be used in accordance with Article 11, Section 3. Vacation must be requested in writing at least one (1) week in advance and approved by the supervisor. Illness must be verified by a physician's note in order for sick time to be used. Personal or compensatory time leave credits may not be used..

Such employees may take vacation (using accrued leave), at their regular rate of pay, at the end of their commitment to the position in a department outside of Dining and Retail Food

Services during the two weeks from the third Monday in August through the first Monday in September. Such vacation must be scheduled prior to the first Monday in August with the Auxiliary Services Human Resources Office. If an employee elects to take vacation during this period, he/she shall be returned to his/her regular position in Dining or Retail Food Services effective on the first day of the vacation.

Laid Off Employees

The remaining employees in Auxiliary Services employed in Dining or Retail Food Services shall be subject to a period of non-responsibility for the period of the date of last service described above without possibility of reinstatement in their regular jobs.

During the period of non-responsibility, retirement, sick leave, vacation credit and time accruals for step increases shall not accrue. The employer shall pay its monthly percentage of the rate for the Group Health Insurance Plan.

Other Conditions

The day after Thanksgiving shall be deemed a period of non-responsibility.

The probationary period shall not run during the period of summer employment or non-responsibility, but shall be extended by that period. However, should the employees be hired by the University during the period of non-responsibility, any disciplinary action imposed during that period shall become part of the employee's personnel record. Employees may be disciplined and discharged and in more serious instances may lose all University employment provided such discipline, discharge and loss of University employment is for just cause as described in Article 28 of the Collective Bargaining Agreement. Likewise, any commendations for good performance during that period shall become part of the employee's record.

All employees shall return to their regular positions on the last Thursday in August except those in jobs in departments outside of Dining and Retail Food Services who shall return on the first Sunday in September. They shall receive full accruals of sick and vacation leave for the payroll month of September.

The Union will be supplied with copies of summer vacation requests including vacation times granted.

A full time thirty-five (35) week employee shall be guaranteed at least one hundred seventy-five (175) days of responsibility on which they can report for work. Part time employees shall receive a pro rated number of possible days for work during their period of responsibility.

SUPPLEMENTAL AGREEMENT D. Regarding Temporary Employees

The Union and the University agree to meet as soon as possible to bargain an agreement covering the hiring of temporary bargaining unit employees.

SIDE LETTERS. For The 2009-2012 Bargaining Agreement

Side Letter 1 - Parking

The Employer and the Union agree to enter multi-union negotiations concerning raising parking rates as soon as this Agreement is ratified. If no multi-union negotiations take place the Union will meet with management to discuss this matter. If on May 1, 1999, no agreement has been reached the Employer may implement its proposal on the table at that time. The Union agrees such implementation shall not be challenged either through a grievance or through the filing of an unfair labor practice of other administrative or legal proceeding objecting to this implementation.

Side Letter 2 - Picture Identification Badges

The Union acknowledges that Management may require employees to wear picture identification badges while on duty. Such badges shall be of a type determined by management. Moreover the employer may establish such identification, access or other security systems or protocols, as it deems necessary. Management and the Union agree that such implementation shall occur upon completion of Impact Bargaining, which shall be commenced by a request in writing to the Union from the Employer.

Side Letter 3 - Essential Employee List

The Employer agrees with in ninety (90) days of execution of this Agreement to update the list of essential employees for purposes of inclement weather reporting.

Side Letter 4 - Stand By

Effective with the signing of this contract, the Employer agrees to increase the current stand by pay by five dollars (\$5.00) for each stand by period.

Side Letter 5 - Applicability of Article 10, Section 15

The parties agree that only bargaining unit members employed between July 1, 1980, and June 30, 1984 are covered by Article 10, Section 15.

Side Letter 6- Agreements with Campus Security

Should the Public Safety Department change the Uniforms worn by Campus Security, it shall consult with the Union.

Side Letter 7 - New Administrative Computing System

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

Side Letter 8- Physical Plant Committee

The parties recognize that maximizing the productivity of employees in the Physical Plant is the most effective way to assure continued employment of bargaining unit members and best serves the interest of the University and taxpayers. To this end, mutually and in good faith, the parties commit themselves to look broadly at impediments to maximizing productivity at the Physical Plant and to seek to make changes that reduce such bars and impediments, which include looking at work practices and organizational issues. Within sixty (60) days of the signing of this Agreement there shall be a Labor-Management Committee on Productivity convened. The purpose of that Committee shall be to look at work practices and organizational issues in the Physical Plant that impede productivity. The Committee shall consist of members appointed by the Union and members appointed by the Director of Physical Plant, the numbers of which shall be determined by the parties.

Side Letter 9 - Discussion of Potential New Classification System

During the life of this agreement the Union shall, on twenty (20) days notice, make available a delegation of up to five

(5) members to meet with the University concerning discussion of and potential implementation of a new classification system. If at anytime M.G. L. Chapter 75 is amended to remove employees in the bargaining unit from the statutory obligation to be classified under the classifications created and administered by the Commonwealths Division of Human Resources this committee will meet and will be the exclusive forum to discuss the impact of and bargain the mandatory issues in implementing a new classification system. The Union agrees to enter bargaining as described above to implement, as quickly as feasible, a new classification plan, should such legislative or regulatory plan be put into effect. Furthermore, if the University notifies the Union, such discussion may commence prior to any legislative action.

Side Letter 10- Possible Essential Function Review

During the life of this agreement, the Union acknowledges and agrees that an 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 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 University 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 11 - Designated Uniforms

When a Department which does not currently provide and require employees to wear a designated uniform or when a department which does provide and require the wearing of a designated uniform decides to noticeably change the uniform the following process shall be followed. The Department shall give written notice to the Union of the contemplated action at least thirty (30) days before taking any action which finally determines the choice of uniform. The Union shall nominate a committee of not less than three nor more then six bargaining unit members to provide suggestions and feedback to the department on the appearance, material and feasibility of working in such uniforms.

Side Letter 12 - Annual Reviews

Within ninety (90) days of the signing of this agreement the Union and the University shall each provide four (4) members to serve on a joint labor management committee. The purpose of this committee shall be to revise and replace the existing annual review instruments with an annual review process which includes a 360 feedback mechanism. The committee shall act only by majority vote and shall submit its proposals for approval by the administration and ratification by the Union as soon as feasible.

Side Letter 13 - Drivers License

Employees, whose job description/Form 30 (exclusive of those employees required to possess a CDL and/or specific endorsement as a minimum qualifications of their position), requires a specific driving license or who uses a University owned vehicle(s), shall notify the employer immediately if license circumstances change.

Side Letter 14 - Testing

The University and the Union agree to establish a Labor-Management Committee, within ninety (90) days of the full execution of this Agreement, for the purpose of developing testing resources for AFSCME employees. The committee will be comprised of three (3) members of the bargaining unit appointed by the Union and three (3) members appointed by Management.

APPENDIX A TITLES IN AFSCME/LOCAL 1776

Animal Caretaker I	07
Animal Caretaker II	09
Apprentice I	07
Apprentice II	08
Apprentice III	09
Apprentice IV	10
Asbestos Abatement Worker I	13
Assistant Snack Bar Manager	09
Baker I	07
Baker II	11
Baker III	13
Building Maintenance Supervisor	17
Carpenter I	13
Carpenter II	15
Chauffeur	08
Chef Steward, U of M	15
Communications Dispatcher I	10
Communications Dispatcher II	12
Construction Estimator	16
Controls System Specialist	16
Cook I	10
Cook II	12
Cook III	14
Culinary Worker	08
Dietary Worker I	07
Dining Hall Supt., U of M	11
Dining Room Attendant	08
Draftsman	13
Electrician I	15
Electrician II	16
Electronics Technician I	14
Elevator Repairman, U of M	17
Engineering Aide I	12
Engineering Draftsman	18
Facility Service Worker I	05
Farm Worker I	08
Farm Worker II	09
Fire and Safety Officer, U of M	15
First Class Power Plant Engineer	20
Floor Covering Installer and Repairer I	10
Floor Covering Installer and Repairer II	12
Head Dish Room Attendant, U of M	08
Head of Building Maintenance Sec, U of M	16
Head of Custodial Section, U of M	16
Head Parking Garage Attendant, U of M	11
HVAC and Refrigeration Mechanic	13
Horseman, U of M	13
Institution Chief Power Plant Engineer, Grade C	22
Institution Maintenance Foreman	17
Institution Security Officer II, U of M	11
Launderer I	07
Launderer II	10
Launderer III	11
Locksmith	13
Machinist I	13

Maintainer I	09
Maintainer II	11
Maintainer III	13
Maintenance Equipment Operator	13
Maintenance Equipment Operator II	14
Maintenance Man, U of M	11
Maintenance Technician I	13
Maintenance Technician II	14
Maintenance Worker, U of M	11
Maintenance Working Foreman	14
Mason	13
Metal Worker I	13
Motor Equipment Mechanic I	13
Motor Equipment Mechanic II	14
Motor Truck Driver	10
Painter I	13
Painter II	15
Parking Control Officer I	08
Parking Control Officer II	10
Parking Control Officer III	12
Parking Garage Attendant, U of M	09
Parking Meter Service Attendant, U of M	11
Plumber and Steamfitter I	14
Plumber and Steamfitter II	16
Pot Washer	08
Power Plant Attendant, U of M	10
Recreation Facilities Repairer	12
Second Class Power Plant Engineer	18
Sign Painter and Letterer I	14
Skilled Laborer	10
Snack Bar Manager, U of M	11
Stable Attendant I (Higher Education)	09
Steam Fireman I	15
Steam Fireman II	17
Steam Fireman/Janitor I	12
Steam Fireman/Janitor II	13
Steam Fitter	13
Storekeeper II	11
Storekeeper III	13
Storekeeper IV	15
Supervisor of Garage-Motor Pool, U of M	15
Technical Assistant I	11
Technical Assistant II	13
Technical Specialist I	14
Technical Specialist II	16
Third Class Power Plant Engineer	16
Trades Worker	10
Tree Climber	11
Typewriter Repairman	10
Upholsterer, U of M	13
Utility Plant Operator	17
Wastewater Treatment Plant Operator II	11

APPENDIX B-1, SCHEDULE OF BIWEEKLY SALARY RATES - AS OF MARCH 27, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$837.63	\$852.91	\$868.43	\$884.24	\$900.33	\$916.77	\$933.47	\$950.45	\$967.78	\$985.43	\$1,005.09	\$1,025.18	\$1,045.68	\$1,066.59
2	\$854.21	\$869.45	\$885.02	\$900.87	\$916.95	\$933.39	\$950.09	\$967.09	\$984.39	\$1,001.97	\$1,021.99	\$1,042.44	\$1,063.26	\$1,084.53
3	\$868.17	\$885.35	\$902.88	\$920.75	\$938.98	\$957.62	\$976.56	\$995.91	\$1,015.64	\$1,035.77	\$1,056.48	\$1,077.61	\$1,099.14	\$1,121.11
4	\$892.56	\$909.83	\$927.36	\$945.25	\$963.56	\$982.09	\$1,001.09	\$1,020.41	\$1,040.11	\$1,060.17	\$1,081.36	\$1,103.00	\$1,125.04	\$1,147.51
5	\$907.93	\$926.61	\$945.63	\$965.07	\$984.85	\$1,005.07	\$1,025.74	\$1,046.78	\$1,068.32	\$1,090.22	\$1,112.00	\$1,134.23	\$1,156.90	\$1,180.02
6	\$941.71	\$960.26	\$979.30	\$998.61	\$1,018.37	\$1,038.48	\$1,059.03	\$1,079.95	\$1,101.30	\$1,123.08	\$1,145.52	\$1,168.42	\$1,191.78	\$1,215.61
7	\$965.19	\$985.56	\$1,006.30	\$1,027.56	\$1,049.25	\$1,071.41	\$1,094.06	\$1,117.14	\$1,140.70	\$1,164.79	\$1,188.10	\$1,211.85	\$1,236.08	\$1,260.80
8	\$987.91	\$1,009.92	\$1,032.39	\$1,055.37	\$1,078.88	\$1,102.92	\$1,127.52	\$1,152.61	\$1,178.28	\$1,204.53	\$1,228.61	\$1,253.19	\$1,278.25	\$1,303.79
9	\$1,025.74	\$1,049.77	\$1,074.32	\$1,099.48	\$1,125.26	\$1,151.62	\$1,178.56	\$1,206.15	\$1,234.40	\$1,263.35	\$1,288.58	\$1,314.34	\$1,340.64	\$1,367.44
10	\$1,065.77	\$1,091.33	\$1,117.51	\$1,144.32	\$1,171.76	\$1,199.85	\$1,228.65	\$1,258.13	\$1,288.28	\$1,319.20	\$1,345.58	\$1,372.48	\$1,399.91	\$1,427.91
11	\$1,103.16	\$1,131.01	\$1,159.58	\$1,188.85	\$1,218.87	\$1,249.63	\$1,281.19	\$1,313.54	\$1,346.67	\$1,380.67	\$1,408.26	\$1,436.39	\$1,465.13	\$1,494.44
12	\$1,152.08	\$1,181.43	\$1,211.46	\$1,242.30	\$1,273.88	\$1,306.24	\$1,339.46	\$1,373.54	\$1,408.45	\$1,444.29	\$1,473.17	\$1,502.62	\$1,532.63	\$1,563.28
13	\$1,216.96	\$1,247.98	\$1,279.80	\$1,312.43	\$1,345.88	\$1,380.18	\$1,415.40	\$1,451.44	\$1,488.48	\$1,526.40	\$1,556.95	\$1,588.05	\$1,619.79	\$1,652.19
14	\$1,267.83	\$1,303.90	\$1,341.09	\$1,379.34	\$1,418.61	\$1,459.08	\$1,500.64	\$1,543.42	\$1,587.43	\$1,632.67	\$1,665.30	\$1,698.58	\$1,732.54	\$1,767.18
15	\$1,331.80	\$1,371.00	\$1,411.36	\$1,452.90	\$1,495.67	\$1,539.66	\$1,584.97	\$1,631.62	\$1,679.66	\$1,729.16	\$1,763.70	\$1,799.01	\$1,834.99	\$1,871.69
16	\$1,403.83	\$1,446.59	\$1,490.61	\$1,535.98	\$1,582.72	\$1,630.89	\$1,680.48	\$1,731.68	\$1,784.38	\$1,838.67	\$1,875.46	\$1,912.93	\$1,951.18	\$1,990.17
17	\$1,488.48	\$1,532.96	\$1,578.73	\$1,625.95	\$1,674.51	\$1,724.56	\$1,776.11	\$1,829.18	\$1,883.87	\$1,940.17	\$1,978.96	\$2,018.54	\$2,058.87	\$2,100.05
18	\$1,559.70	\$1,607.05	\$1,655.85	\$1,706.13	\$1,757.95	\$1,811.36	\$1,866.36	\$1,923.00	\$1,981.44	\$2,041.59	\$2,082.45	\$2,124.04	\$2,166.50	\$2,209.85
19	\$1,640.42	\$1,690.78	\$1,742.66	\$1,796.23	\$1,851.34	\$1,908.18	\$1,966.73	\$2,027.16	\$2,089.38	\$2,153.53	\$2,196.60	\$2,240.51	\$2,285.31	\$2,331.00
20	\$1,728.53	\$1,780.60	\$1,834.18	\$1,889.41	\$1,946.26	\$2,004.85	\$2,065.19	\$2,127.34	\$2,191.36	\$2,257.32	\$2,302.46	\$2,348.52	\$2,395.45	\$2,443.35
21	\$1,808.94	\$1,864.24	\$1,921.20	\$1,979.92	\$2,040.46	\$2,102.81	\$2,167.11	\$2,233.39	\$2,301.65	\$2,372.00	\$2,419.44	\$2,467.80	\$2,517.14	\$2,567.46
22	\$1,898.71	\$1,957.14	\$2,017.38	\$2,079.47	\$2,143.47	\$2,209.44	\$2,277.44	\$2,347.54	\$2,419.83	\$2,494.28	\$2,544.17	\$2,595.04	\$2,646.93	\$2,699.86
23	\$1,995.94	\$2,056.10	\$2,118.06	\$2,181.90	\$2,247.66	\$2,315.37	\$2,385.19	\$2,457.07	\$2,531.08	\$2,607.39	\$2,659.54	\$2,712.69	\$2,766.94	\$2,822.26
24	\$2,086.20	\$2,149.22	\$2,214.12	\$2,281.04	\$2,349.90	\$2,420.88	\$2,494.03	\$2,569.38	\$2,646.99	\$2,726.97	\$2,781.51	\$2,837.11	\$2,893.84	\$2,951.68
25	\$2,176.42	\$2,242.61	\$2,310.79	\$2,380.98	\$2,453.43	\$2,527.99	\$2,604.85	\$2,684.05	\$2,765.66	\$2,849.76	\$2,906.72	\$2,964.86	\$3,024.14	\$3,084.61
26	\$2,256.81	\$2,325.79	\$2,396.86	\$2,470.17	\$2,545.67	\$2,623.50	\$2,703.66	\$2,786.33	\$2,871.46	\$2,959.27	\$3,018.42	\$3,078.81	\$3,140.34	\$3,203.13

APPENDIX B-2 , SCHEDULE OF BIWEEKLY SALARY RATES - AS OF JUNE 30, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$862.76	\$878.50	\$894.48	\$910.77	\$927.34	\$944.27	\$961.47	\$978.96	\$996.81	\$1,014.99	\$1,035.24	\$1,055.94	\$1,077.05	\$1,098.59
2	\$879.84	\$895.53	\$911.57	\$927.90	\$944.46	\$961.39	\$978.59	\$996.10	\$1,013.92	\$1,032.03	\$1,052.65	\$1,073.71	\$1,095.16	\$1,117.07
3	\$894.22	\$911.91	\$929.97	\$948.37	\$967.15	\$986.35	\$1,005.86	\$1,025.79	\$1,046.11	\$1,066.84	\$1,088.17	\$1,109.94	\$1,132.11	\$1,154.74
4	\$919.34	\$937.12	\$955.18	\$973.61	\$992.47	\$1,011.55	\$1,031.12	\$1,051.02	\$1,071.31	\$1,091.98	\$1,113.80	\$1,136.09	\$1,158.79	\$1,181.94
5	\$935.17	\$954.41	\$974.00	\$994.02	\$1,014.40	\$1,035.22	\$1,056.51	\$1,078.18	\$1,100.37	\$1,122.93	\$1,145.36	\$1,168.26	\$1,191.61	\$1,215.42
6	\$969.96	\$989.07	\$1,008.68	\$1,028.57	\$1,048.92	\$1,069.63	\$1,090.80	\$1,112.35	\$1,134.34	\$1,156.77	\$1,179.89	\$1,203.47	\$1,227.53	\$1,252.08
7	\$994.15	\$1,015.13	\$1,036.49	\$1,058.39	\$1,080.73	\$1,103.55	\$1,126.88	\$1,150.65	\$1,174.92	\$1,199.73	\$1,223.74	\$1,248.21	\$1,273.16	\$1,298.62
8	\$1,017.55	\$1,040.22	\$1,063.36	\$1,087.03	\$1,111.25	\$1,136.01	\$1,161.35	\$1,187.19	\$1,213.63	\$1,240.67	\$1,265.47	\$1,290.79	\$1,316.60	\$1,342.90
9	\$1,056.51	\$1,081.26	\$1,106.55	\$1,132.46	\$1,159.02	\$1,186.17	\$1,213.92	\$1,242.33	\$1,271.43	\$1,301.25	\$1,327.24	\$1,353.77	\$1,380.86	\$1,408.46
10	\$1,097.74	\$1,124.07	\$1,151.04	\$1,178.65	\$1,206.91	\$1,235.85	\$1,265.51	\$1,295.87	\$1,326.93	\$1,358.78	\$1,385.95	\$1,413.65	\$1,441.91	\$1,470.75
11	\$1,136.25	\$1,164.94	\$1,194.37	\$1,224.52	\$1,255.44	\$1,287.12	\$1,319.63	\$1,352.95	\$1,387.07	\$1,422.09	\$1,450.51	\$1,479.48	\$1,509.08	\$1,539.27
12	\$1,186.64	\$1,216.87	\$1,247.80	\$1,279.57	\$1,312.10	\$1,345.43	\$1,379.64	\$1,414.75	\$1,450.70	\$1,487.62	\$1,517.37	\$1,547.70	\$1,578.61	\$1,610.18
13	\$1,253.47	\$1,285.42	\$1,318.19	\$1,351.80	\$1,386.26	\$1,421.59	\$1,457.86	\$1,494.98	\$1,533.13	\$1,572.19	\$1,603.66	\$1,635.69	\$1,668.38	\$1,701.76
14	\$1,305.86	\$1,343.02	\$1,381.32	\$1,420.72	\$1,461.17	\$1,502.85	\$1,545.66	\$1,589.72	\$1,635.05	\$1,681.65	\$1,715.26	\$1,749.54	\$1,784.52	\$1,820.20
15	\$1,371.75	\$1,412.13	\$1,453.70	\$1,496.49	\$1,540.54	\$1,585.85	\$1,632.52	\$1,680.57	\$1,730.05	\$1,781.03	\$1,816.61	\$1,852.98	\$1,890.04	\$1,927.84
16	\$1,445.94	\$1,489.99	\$1,535.33	\$1,582.06	\$1,630.20	\$1,679.82	\$1,730.89	\$1,783.63	\$1,837.91	\$1,893.83	\$1,931.72	\$1,970.32	\$2,009.72	\$2,049.88
17	\$1,533.13	\$1,578.95	\$1,626.09	\$1,674.73	\$1,724.75	\$1,776.30	\$1,829.39	\$1,884.06	\$1,940.39	\$1,998.38	\$2,038.33	\$2,079.10	\$2,120.64	\$2,163.05
18	\$1,606.49	\$1,655.26	\$1,705.53	\$1,757.31	\$1,810.69	\$1,865.70	\$1,922.35	\$1,980.69	\$2,040.88	\$2,102.84	\$2,144.92	\$2,187.76	\$2,231.50	\$2,276.15
19	\$1,689.63	\$1,741.50	\$1,794.94	\$1,850.12	\$1,906.88	\$1,965.43	\$2,025.73	\$2,087.97	\$2,152.06	\$2,218.14	\$2,262.50	\$2,307.73	\$2,353.87	\$2,400.93
20	\$1,780.39	\$1,834.02	\$1,889.21	\$1,946.09	\$2,004.65	\$2,065.00	\$2,127.15	\$2,191.16	\$2,257.10	\$2,325.04	\$2,371.53	\$2,418.98	\$2,467.31	\$2,516.65
21	\$1,863.21	\$1,920.17	\$1,978.84	\$2,039.32	\$2,101.67	\$2,165.89	\$2,232.12	\$2,300.39	\$2,370.70	\$2,443.16	\$2,492.02	\$2,541.83	\$2,592.65	\$2,644.48
22	\$1,955.67	\$2,015.85	\$2,077.90	\$2,141.85	\$2,207.77	\$2,275.72	\$2,345.76	\$2,417.97	\$2,492.42	\$2,569.11	\$2,620.50	\$2,672.89	\$2,726.34	\$2,780.86
23	\$2,055.82	\$2,117.78	\$2,181.60	\$2,247.36	\$2,315.09	\$2,384.83	\$2,456.75	\$2,530.78	\$2,607.01	\$2,685.61	\$2,739.33	\$2,794.07	\$2,849.95	\$2,906.93
24	\$2,148.79	\$2,213.70	\$2,280.54	\$2,349.47	\$2,420.40	\$2,493.51	\$2,568.85	\$2,646.46	\$2,726.40	\$2,808.78	\$2,864.96	\$2,922.22	\$2,980.66	\$3,040.23
25	\$2,241.71	\$2,309.89	\$2,380.11	\$2,452.41	\$2,527.03	\$2,603.83	\$2,683.00	\$2,764.57	\$2,848.63	\$2,935.25	\$2,993.92	\$3,053.81	\$3,114.86	\$3,177.15
26	\$2,324.51	\$2,395.56	\$2,468.77	\$2,544.28	\$2,622.04	\$2,702.21	\$2,784.77	\$2,869.92	\$2,957.60	\$3,048.05	\$3,108.97	\$3,171.17	\$3,234.55	\$3,299.22

APPENDIX B-3 SCHEDULE OF BIWEEKLY SALARY RATES - AS OF JUNE 30, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$888.64	\$904.86	\$921.31	\$938.09	\$955.16	\$972.60	\$990.31	\$1,008.33	\$1,026.71	\$1,045.44	\$1,066.30	\$1,087.62	\$1,109.36	\$1,131.55
2	\$906.24	\$922.40	\$938.92	\$955.74	\$972.79	\$990.23	\$1,007.95	\$1,025.98	\$1,044.34	\$1,062.99	\$1,084.23	\$1,105.92	\$1,128.01	\$1,150.58
3	\$921.05	\$939.27	\$957.87	\$976.82	\$996.16	\$1,015.94	\$1,036.04	\$1,056.56	\$1,077.49	\$1,098.85	\$1,120.82	\$1,143.24	\$1,166.07	\$1,189.38
4	\$946.92	\$965.23	\$983.84	\$1,002.82	\$1,022.24	\$1,041.90	\$1,062.05	\$1,082.55	\$1,103.45	\$1,124.74	\$1,147.21	\$1,170.17	\$1,193.55	\$1,217.40
5	\$963.23	\$983.04	\$1,003.22	\$1,023.84	\$1,044.83	\$1,066.28	\$1,088.21	\$1,110.53	\$1,133.38	\$1,156.62	\$1,179.72	\$1,203.31	\$1,227.36	\$1,251.88
6	\$999.06	\$1,018.74	\$1,038.94	\$1,059.43	\$1,080.39	\$1,101.72	\$1,123.52	\$1,145.72	\$1,168.37	\$1,191.47	\$1,215.29	\$1,239.57	\$1,264.36	\$1,289.64
7	\$1,023.97	\$1,045.58	\$1,067.58	\$1,090.14	\$1,113.15	\$1,136.66	\$1,160.69	\$1,185.17	\$1,210.17	\$1,235.72	\$1,260.45	\$1,285.66	\$1,311.35	\$1,337.58
8	\$1,048.08	\$1,071.43	\$1,095.26	\$1,119.64	\$1,144.59	\$1,170.09	\$1,196.19	\$1,222.81	\$1,250.04	\$1,277.89	\$1,303.43	\$1,329.51	\$1,356.10	\$1,383.19
9	\$1,088.21	\$1,113.70	\$1,139.75	\$1,166.43	\$1,193.79	\$1,221.76	\$1,250.34	\$1,279.60	\$1,309.57	\$1,340.29	\$1,367.06	\$1,394.38	\$1,422.29	\$1,450.71
10	\$1,130.67	\$1,157.79	\$1,185.57	\$1,214.01	\$1,243.12	\$1,272.93	\$1,303.48	\$1,334.75	\$1,366.74	\$1,399.54	\$1,427.53	\$1,456.06	\$1,485.17	\$1,514.87
11	\$1,170.34	\$1,199.89	\$1,230.20	\$1,261.26	\$1,293.10	\$1,325.73	\$1,359.22	\$1,393.54	\$1,428.68	\$1,464.75	\$1,494.03	\$1,523.86	\$1,554.35	\$1,585.45
12	\$1,222.24	\$1,253.38	\$1,285.23	\$1,317.96	\$1,351.46	\$1,385.79	\$1,421.03	\$1,457.19	\$1,494.22	\$1,532.25	\$1,562.89	\$1,594.13	\$1,625.97	\$1,658.49
13	\$1,291.07	\$1,323.98	\$1,357.74	\$1,392.35	\$1,427.85	\$1,464.24	\$1,501.60	\$1,539.83	\$1,579.12	\$1,619.36	\$1,651.77	\$1,684.76	\$1,718.43	\$1,752.81
14	\$1,345.04	\$1,383.31	\$1,422.76	\$1,463.34	\$1,505.01	\$1,547.94	\$1,592.03	\$1,637.41	\$1,684.10	\$1,732.10	\$1,766.72	\$1,802.03	\$1,838.06	\$1,874.81
15	\$1,412.90	\$1,454.49	\$1,497.31	\$1,541.38	\$1,586.76	\$1,633.43	\$1,681.50	\$1,730.99	\$1,781.95	\$1,834.46	\$1,871.11	\$1,908.57	\$1,946.74	\$1,985.68
16	\$1,489.32	\$1,534.69	\$1,581.39	\$1,629.52	\$1,679.11	\$1,730.21	\$1,782.82	\$1,837.14	\$1,893.05	\$1,950.64	\$1,989.67	\$2,029.43	\$2,070.01	\$2,111.38
17	\$1,579.12	\$1,626.32	\$1,674.87	\$1,724.97	\$1,776.49	\$1,829.59	\$1,884.27	\$1,940.58	\$1,998.60	\$2,058.33	\$2,099.48	\$2,141.47	\$2,184.26	\$2,227.94
18	\$1,654.68	\$1,704.92	\$1,756.70	\$1,810.03	\$1,865.01	\$1,921.67	\$1,980.02	\$2,040.11	\$2,102.11	\$2,165.93	\$2,209.27	\$2,253.39	\$2,298.45	\$2,344.43
19	\$1,740.32	\$1,793.75	\$1,848.79	\$1,905.62	\$1,964.09	\$2,024.39	\$2,086.50	\$2,150.61	\$2,216.62	\$2,284.68	\$2,330.38	\$2,376.96	\$2,424.49	\$2,472.96
20	\$1,833.80	\$1,889.04	\$1,945.89	\$2,004.47	\$2,064.79	\$2,126.95	\$2,190.96	\$2,256.89	\$2,324.81	\$2,394.79	\$2,442.68	\$2,491.55	\$2,541.33	\$2,592.15
21	\$1,919.11	\$1,977.78	\$2,038.21	\$2,100.50	\$2,164.72	\$2,230.87	\$2,299.08	\$2,369.40	\$2,441.82	\$2,516.45	\$2,566.78	\$2,618.08	\$2,670.43	\$2,723.81
22	\$2,014.34	\$2,076.33	\$2,140.24	\$2,206.11	\$2,274.00	\$2,343.99	\$2,416.13	\$2,490.51	\$2,567.19	\$2,646.18	\$2,699.12	\$2,753.08	\$2,808.13	\$2,864.29
23	\$2,117.49	\$2,181.31	\$2,247.05	\$2,314.78	\$2,384.54	\$2,456.37	\$2,530.45	\$2,606.70	\$2,685.22	\$2,766.18	\$2,821.51	\$2,877.89	\$2,935.45	\$2,994.14
24	\$2,213.25	\$2,280.11	\$2,348.96	\$2,419.95	\$2,493.01	\$2,568.32	\$2,645.92	\$2,725.85	\$2,808.19	\$2,893.04	\$2,950.91	\$3,009.89	\$3,070.08	\$3,131.44
25	\$2,308.96	\$2,379.19	\$2,451.51	\$2,525.98	\$2,602.84	\$2,681.94	\$2,763.49	\$2,847.51	\$2,934.09	\$3,023.31	\$3,083.74	\$3,145.42	\$3,208.31	\$3,272.46
26	\$2,394.25	\$2,467.43	\$2,542.83	\$2,620.61	\$2,700.70	\$2,783.28	\$2,868.31	\$2,956.02	\$3,046.33	\$3,139.49	\$3,202.24	\$3,266.31	\$3,331.59	\$3,398.20

Appendix C, REQUEST FOR EXTENSION OF SICK LEAVE FORM

To be forwarded by the Employee to the Employee/Labor Relations Administrator.

A. NAME: _____ Date: _____

B. TITLE: _____ JOB GRADE: _____

C. DATE OF INITIAL EMPLOYMENT AT THE UNIVERSITY: _____

D. TOTAL NUMBER OF WORKING DAYS REQUESTED: _____

FROM: MONTH: _____ DAY: _____

TO: MONTH: _____ DAY: _____

E. WORKING DAYS OFF THE PAYROLL PRIOR TO REQUESTED LEAVE:

FROM: MONTH: _____ DAY: _____

TO: MONTH: _____ DAY: _____

Attach statement from physician indicating the nature of the illness and the expected date of return to work.

Employee's Signature

Date

TO BE COMPLETED BY THE EMPLOYEE/LABOR RELATIONS ADMINISTRATOR

A. Date received : _____

B. Date of Decision : _____

C. Decision: _____ APPROVED _____ DISAPPROVED

Employee/Labor Relations Administrator

Date

cc: AFSCME Local 1776

Appendix D, TEMPORARY WORK ASSIGNMENT FORM

This form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position.

This form must be completed and submitted to your immediate supervisor no later than the tenth day of your performance of the higher rated position's duties.

Name of Employee

Employee Number

Title of Present Position

Title and Grade of Higher Rated Position

Previous Incumbent of Position

Effective Date of Assignment

Estimated Duration of Assignment

Reasons for Assignment _____

Signature of Employee

Date of Signature

Name and Signature of Immediate Supervisor

Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE PERSONNEL ADMINISTRATOR **ALONG WITH A COMPLETED PERSONNEL ACTION FORM.**

Approval _____ Disapproval (Reasons) _____

Name and Signature of Personnel Administrator _____

CC: Employee
Immediate Supervisor

APPENDIX E-1, REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

(Cover Letter)

Personnel Administrator
Human Resources
Whitmore

Dear Sir:

I hereby appeal the classification of my trust-funded position and request a classification audit and evaluation in order to determine whether it is appropriately classified in the (institution) Classification plan

I am requesting that my position be changed from

Title: _____ to Title: _____

Enclosed is a fact sheet listing my current duties and other pertinent information.

Sincerely yours,

Name

Department

Home Address

APPENDIX E-2, REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION FORM
(Fact Sheet)

PLEASE TYPE OR PRINT

Name _____

PRESENT TITLE : _____

Grade: _____

REQUESTED TITLE: _____

Grade: _____

DEPARTMENT: _____

Unit _____

IMMEDIATE SUPERVISOR _____

Title _____

DATE OF HIRE IN CURRENT POSITION: _____

NAME & TITLE OF PERSONS YOU SUPERVISE (IF ANY):

CHANGE IN DUTIES AND RESPONSIBILITIES SINCE ASSUMING CURRENT POSITION:

APPROXIMATE % OF TIME SPENT ON EACH DUTY:

LIST DUTIES PERFORMED (USE ADDITIONAL PAGE IF NECESSARY):

APPENDIX E-3, REQUEST TO APPEAL CLASSIFICATION OF STATE-FUNDED POSITION

Personnel Administrator
Human Resources
Whitmore

Date : _____

I, _____ hereby appeal my current classification title _____,
to the Personnel Administrator under the provisions of Chapter 30, Section 49 of the
Massachusetts General laws. I believe that the classification title of _____
appropriately describes my duties and responsibilities

The general reasons(s) for this appeal are: _____

I submit the following information to assist in the processing of my appeal:

Home Address _____ Telephone Number _____

Work Address _____ Telephone Number _____

Appropriation Number _____ Position Number _____

Union Representative (optional): _____

Social Security Number: _____

My position (check one) has _____ has not _____ been reviewed through
the classification maintenance process.

On _____ DPA notified my agency of the result of the review which
was as follows: _____

Sincerely,

Signature

APPENDIX F, CERTIFICATE OF ELIGIBILITY FOR SYSTEMWIDE TUITION REMISSION

Higher Education Employees

Instructions: Before completing this form, please read carefully the Board of Regents' Systemwide Tuition Remission Policy for Higher Education Employees to determine whether you are eligible for tuition remission benefits. Then complete and sign the top section of this form, have it signed by your department head and by the Chief Personnel Officer of the College or University at which you are employed. Once approved by the Chief Personnel Officer, the Certificate will be returned to you. You must then submit it with your tuition bill to the Community College, State College or University at which you are enrolled.

Employee Name

Title and Department

Employee's University Collective Bargaining Unit

_____ Spouse _____ Dependent Child

Name and Relationship of Individual Using Tuition Remission (if other than Employee)

Signature of Employee

Date

The individual named above is an employee of this University and meets all eligibility requirements for systemwide tuition remission.

Signature of Employee's Department Head

Date

Signature of Chief Personnel Officer (or Designee)

Date

Note: This Certificate is valid for 120 days after the date of signature by the Chief Personnel Officer. A new Certificate must be completed for each semester of study. This Certificate is not transferable.

APPENDIX G, EMPLOYEE REQUEST FOR CHANGE IN WORK LOCATION OR ASSIGNMENT

(This Application to be filed with Department Head of Work Location to which employee wishes to transfer)

NAME OF APPLICANT:

_____ (Last) (First) (Middle)

PRESENT DEPARTMENT: _____

PRESENT TITLE: _____

PRESENT GRADE: _____ PRESENT LOCATION: _____

DESIRED LOCATION: _____

COMMENTS OR INFORMATION YOU WOULD LIKE TO MAKE CONCERNING THIS REQUEST:

(Date of Application) (Signature of Employee)

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY 1 OF EACH YEAR)

. Do Not Write Below This Line

FOR DEPARTMENT USE ONLY:

ADMINISTRATIVE GROUP OF APPLICANT _____

CAMPUS SENIORITY DATE OF APPLICANT _____

APPENDIX H, EMPLOYEE REQUEST FOR CHANGE IN WORK SHIFT OR DAYS OFF

(This Application to be filed with Immediate Supervisor)

NAME OF APPLICANT _____

(Last)

(First)

(Middle)

PRESENT DEPARTMENT _____

PRESENT TITLE _____

PRESENT GRADE _____ PRESENT SHIFT _____ SHIFT DESIRED _____

PRESENT DAYS OFF _____ DESIRED DAYS OFF _____

COMMENTS OR INFORMATION YOU WOULD LIKE TO MAKE CONCERNING THIS REQUEST:

Date of Application)

(Signature of Employee)

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY OF EACH YEAR)

. Do Not Write Below This Line

FOR DEPARTMENT USE ONLY:

ADMINISTRATIVE GROUP OF APPLICANT _____

CAMPUS SENIORITY DATE OF APPLICANT _____

APPENDIX I, SENIORITY BYPASS APPEAL FORM

Date: _____

Office of Employee Labor Relations
Whitmore Administration Building

In accordance with Article 19, Section 5, of the current Collective Bargaining Agreement, please arrange a meeting regarding my non-selection for the following position:

Position : _____

Requisition Number: _____

Date Advertised on Yellow Sheet: _____

Date Filled: _____

Name (Printed) _____

Signature _____

Title _____

Seniority Date _____

Steward of Record _____

APPENDIX J, TEMPORARY WORK ASSIGNMENT FORM

This form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position.

This form must be completed and submitted to your immediate supervisor no later than the tenth day of your performance of the higher rated position's duties.

Name of Employee

Employee Number

Title of Present Position

Title and Grade of Higher Rated Position

Previous Incumbent of Position

Effective Date of Assignment

Estimated Duration of Assignment

Reasons for Assignment _____

Signature of Employee

Date of Signature

Name and Signature of Immediate Supervisor

Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE PERSONNEL ADMINISTRATOR **ALONG WITH A COMPLETED PERSONNEL ACTION FORM.**

Approval _____ Disapproval (Reasons) _____

Name and Signature of Personnel Administrator _____

CC: Employee
Immediate Supervisor