

AGREEMENT BETWEEN

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF MASSACHUSETTS**

AND

**THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 93, LOCAL
1776, AFL-CIO**

July 1, 2020 through June 30, 2023

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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. **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.
5. **DOMESTIC PARTNER** - A person of the same sex with whom the unit member has a committed relationship, which involves a personal and economic bond.
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. **INSTITUTIONAL PERSONNEL OFFICER** - shall be Manager of Total Compensation/Assistant Vice Chancellor for Human Resources or designee.
9. **SENIORITY** - Except as otherwise provided for 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. In the event employees share the same date of hire, the University shall use the last digit of the employee’s Social Security Number (SS) as a tie-breaker. The individual with the highest last Social Security Number digit shall be considered to be the most senior employee. In the event both employees share the same last Social Security Number digit, the University shall utilize the next digit, in inverse order, until it has reached a digit that the employees do not share.
10. **UNION** - The term “Union” shall mean Local 1776 of the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO.
11. **WORKWEEK** - The term “Workweek” 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 fifty percent (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 makes 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 hereunder 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 hereunder namely: the second paragraph of Section twenty-eight of Chapter seven (Red Book); Section twenty-four A; paragraphs four and five (Gray Book), formerly paragraphs five and six of Section forty-five; paragraphs one, four, and ten of Section forty-six, and Section fifty-three of Chapter thirty; Sections thirty to forty-two, inclusive, of Chapter one hundred forty-nine.

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, alteration, modification, or waiver of any term, provision, covenant, 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, or retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute, or law. Any management right set out in this Article shall be subject to the grievance and arbitration provisions herein.

ARTICLE 4

UNION SECURITY DUES CHECK-OFF

SECTION 1.

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

SECTION 2.

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

SECTION 3.

An employee may consent, in writing, to the authorization of the deductions of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer/Union, and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least a sixty (60) day notice, in writing, to the Division 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 employee's dues or agency fees on a bi-weekly basis and to remit the dues or fees on a monthly basis.

SECTION 5.

The Employer agrees to deduct from wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5

AGENCY SERVICE FEE

SECTION 1.

Each employee, who elects not to join or maintain membership in the Union may voluntarily pay 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, and its affiliates to or from which membership dues or per capita fees are paid or received.

SECTION 2.

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. Grievant 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.
- E. The Union and the University agree for the Union President to be released from their duties for forty (40) hours per week. Such release time shall be granted for the term of the President and shall be renewed at each election for that office. The released employee shall be paid from University funds and shall be subject to all charges, regulations and conditions applied to such funds including but not limited to payment of the applicable fringe benefit rate.

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 (1) year and may be extended for one (1) or more additional periods of one (1) 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 and retired.
3. A list of unit employees, who withdrew check off authorizations within two (2) months of such withdrawal.
4. Every six (6) months, a list of all unit employees, their title, and last date of hire.
5. Every month, a list of all unit employees not on dues or agency fee check-off 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.
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.

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.

SECTION 9. ORIENTATION

Where the Employer provides an orientation program for new employees, one-half (1/2) 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 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 any unit member rights s/he 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 9A ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS

The parties acknowledge that the University has implemented new administrative computing systems, which include Financial Reporting, Student Information Systems (SIS), and 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.

ARTICLE 10

WORKWEEK AND WORK SCHEDULE

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 Department (Power Plant, Water Treatment, Dig Safe, Utility Mechanical and Utility Electrical) will be located at the Central Heating Plant, effective March 2008.
 - d. Building Maintenance
 - Central Shops – Physical Plant
 - Zone 1 – Polymer Research Center
 - Zone 2 – Aggie Engineering
 - Zone 3 – Boyden Gym
 - Zone 4 – Physical Plant
 - Zone 5 – Tillson Farm
 - Zone 6 – Old Paint Shop
 - e. Alterations - Physical Plant
 - f. Grounds Management
 - Fleet Services – Physical Plant
 - Construction Services – Tillson Farm Coal Siding
 - Waste Management – Intermediate Processing Facility
 - Landscape Services Management
 - Grounds Maintenance Facility
 - g. Administrative Services
 - 2. Residential Life
 - a. East
 - (1) *Custodial*
 - Northeast/Sylvan/North
 - Orchard Hill/Central
 - (2) *Maintenance-non licensed*
 - Northeast/Sylvan/North
 - Orchard Hill/Central

- (3) *Licensed Trades*
 - b. West
 - (1) *Custodial*
 - Commonwealth Honor's College Residential Community
 - Southwest/South (includes Lincoln Apartments)
 - Southwest/North
 - (2) *Maintenance-non licensed*
 - Commonwealth Honor's College Residential Community
 - Southwest/South (includes Lincoln Apartments)
 - Southwest/North
 - (3) *Licensed Trades*
 - c. Rental Properties (Family Housing)
 - d. Central Services - Tillson
- 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
 - 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. *However, within the UMass Amherst Police Department, shift choice shall be awarded in order of seniority with first preference for the shift going to the senior employee with the most departmental seniority.* 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 and shift changes. If the employee is not satisfied with the days off or the shift change, he/she may elect to return to his/her former shift and/or days off within ten (10) working days.

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 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 (6) 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 after said appointment.

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. The reasons for such involuntary transfer shall be in writing.

SECTION 6. SCHEDULED HOURS, WORKWEEK, WORKDAY

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.

- A. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least a twelve (12) working day 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 (5) 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.
- B. 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.
- C. Each employee shall be required to record his attendance in accordance with procedures, which may be established, in writing, from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance, the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.

In the event an employee reports to his/her place of work at his/her regularly scheduled time, s/he shall not be sent home if his/her tour of duty was rescheduled without a ten (10) day notice; s/he shall be allowed to work the regularly scheduled tour of duty.
- D. 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.
- 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.

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 of actual work (excluding sick time and family sick time).
- B. An employee whose regular work week is less than forty (40) hours, shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours of actual work (excluding sick time and family sick time) 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 (excluding sick time and family sick time) performed in excess of his/her regular workday. Compensatory time off, computed at time and one-half in lieu of overtime compensation, may be authorized by the CEO upon request of the employee.
 - D. The CEO shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.
 - E. With the exception of sick time and family sick time, all time for which an employee is on paid leave status shall be considered time worked for the purpose of calculating overtime. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year of alternate time (vacation, holiday, compensatory or personal and up to two (2) days per year of sick time (with medical evidence provided per Article 11, Section 1, Subsection E, items 1 through 4) refer to appendix J. This provision shall take effect on January 1, 2016. The parties shall meet in the meantime if needed to discuss the implementation of this language on that date.
 - 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. The Division of 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 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 ½) 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

A 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 section shall within twenty (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

- A. 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 scheduled tour of duty, shall receive a minimum of four (4) hours pay at his/her regular 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.
- B. The provision of a University cell phone to an employee does not by itself designate the employee as being in standby status.
- C. An employee who receives a call at home from F&CS Solutions Center (or its successor in function), a superior, or office charged with calling employees to perform unscheduled emergency or otherwise necessary tasks and can, through use of a home computer or home telephone, resolve the situation without reporting to the work site shall receive one (1) hour's pay at the overtime rate per occurrence dealt with, including occurrences requiring one or more calls to provide substantive responses.

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-five dollars (\$25.00) 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. Effective July 1, 2022, employees of the Commonwealth rendering service on a second or third shift, as defined in section 1.B., shall receive a shift differential of one dollar per hour (\$1.00) 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 (1 ½) 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

- A. Employees rendering service on a weekend shift, as hereinafter defined, shall receive a weekend differential of seventy-five cents (\$0.75) per hour for each hour worked.
- B. 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.
- C. The above weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift.

SECTION 14. PAID DETAIL

Paid details are addressed in the Supplemental, 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 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.

- 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. 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 weather or other emergencies. Effective July 1, 2022 all employees in the Maintainer I and II job titles shall be designated essential. Such employees, who are employed for fewer than fifty-two (52) weeks per year, may be awarded compensatory time at the rate of one and one-half (1.5) hours of compensatory time for each hour worked in addition to their regular pay. Employees working hours outside of the regular shift during periods that the University is closed, shall be compensated at two and one-half (2.5) times their regular rate of pay for all hours worked.
- 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, one and one-half (1.5) hours of compensatory time for each hour worked 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 receive one (1.5) hours of compensatory time for each hour worked. The closure of the University shall be determined by the hours stated in the official closure announcements. The double time and one half (2.5) 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.
- E. Annually in the month of September a request for volunteers will be sent to all bargaining unit members within all departments/divisions, who may sign up and volunteer for the upcoming winter season to augment the list of essential employees for snow removal and reduced cleaning during snow events. The University may extend the request for volunteers to employees outside the bargaining unit. This volunteer list shall be finalized by October 1 of each year. Management will have full discretion, based on the severity of the storm, whether or not to call/utilize the volunteer list.
- F. The parties are in agreement that staffing for snow or other weather related events is subject to the predictions of the severity of the storm and accumulations. As a result, those designated as essential will be placed on standby where the storm is sufficient to warrant their activation. Employees holding the Maintainer I and II job titles who have completed twenty (20) years of service may opt-out upon request from the essential list for snow removal and reduced cleaning during snow events. Should management (Administration) deem that the volunteer list in subsection E above is not a sufficient, for snow removal and reduced cleaning only, Maintainer I and II's on the opt out list will be called in inverse order of seniority. All reasonable accommodation medical requests for exemption from snow removal will be due by October 15. When the core group is finalized any employee on the list who has an undue hardship (including but not limited to when married spouses are designated essential) may

request by November 1 to be excused- with approval from management for the upcoming season. The decision of the University in these cases shall be final and not subject to the grievance procedure detailed in Article 30. The University shall designate no later than twenty-four (24) hours prior to the anticipated start of a snow event which employees are on standby for that snow event by order of inverse seniority as needed. The University reserves the right to call in employees in the Maintainer I and II job titles who have opted out of snow removal and reduced cleaning for snow events by inverse seniority for significant, exceptional snow events or when staffing levels warrant.

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 (1 ¼) work days 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 only under the following circumstances and shall not be unreasonably denied to an employee:
 - 1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
 - 2. When the spouse, domestic partner, child, 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 s/he 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 s/he is abusing sick leave and that s/he 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 s/he 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 vacation leave credits, then remaining compensatory time. 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 s/he 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 (1) hour prior to the beginning of the scheduled tour of duty. If such notification is not made such absence may, at the discretion of the CEO, be applied to absence without pay. In circumstances beyond the control of the employee, such notification shall be made as early as possible on the day of absence. Within ninety (90) days after execution of this Agreement and upon any change in the method of reporting during the term of the Agreement, the Institutional Personnel Officer shall notify each employee of the method by which such employee shall report such absence.
- 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 s/he would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.
- O. The Employer may require a bargaining unit member to report to a health care provider named by the Employer in the following circumstances:
 - 1. Where the Employer reasonably needs a medical examination to determine the employee's current fitness for work.
 - 2. 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 examinations shall be held under the following conditions:

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.

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

The manager or administrator responsible for directing the MBU and one (1) of the following administrators: the Assistant Vice Chancellor for Human Resources,

Manager of Total Compensation, Labor Relations Administrator, or Deputy Provost for Faculty Relations or their successor in title has approved the directive in writing. This language shall become effective on January 1, 2002. The Union and the Employer 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 and one-twelfth (1 1/12) sick days per month. The two (2) days difference in annual full-time sick leave accrual between thirteen (13) days for bank members and fifteen (15) for those not in the bank, shall be, as of January 1, distributed in the following manner:
 - a. One (1) day 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 five (5) 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 (4) 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 thirty-five (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 on the following page.
 9. The university agrees to one time payout of ninety (90) days to any sick leave member who has been a member for at least (5) years and provides sufficient medical evidence that s/he cannot return to work.

<i>Sick Leave Use</i>	<i>Sick Leave Cashed-In</i>	<i>Cash-In Value</i>
0 days	6 days	3 days
1 day	5 days	2.5 days
2 days	4 days	2 days
3 days	3 days	1.5 days
4 days	2 days	1 day
5 days	1 day	0.5 days
6 days	0 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 four (4) 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:

<i>Date of hire into unit</i>	<i>Personal leave days credited</i>
Beginning of calendar year to March 30	4
April 1 to June 30	3
July 1 to September 30	2
October 1 to end of calendar 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, s/he 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 five (5) 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, grandchild, stepparents, stepchild, brother/sister-in-law, stepbrother/sister, or step grandparent, a maximum of three (3) consecutive working days shall be available for use by an employee. In the event of the death of an employee's aunt/uncle, an employee shall be entitled to one (1) day use of leave.

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 any of the days to the later date within one (1) year. 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 (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
 - G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

SECTION 6. MILITARY LEAVE

- A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Sections thirty-eight, forty, forty-one, forty-two, or sixty of Chapter 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (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 fifty-nine of Chapter 33, General Laws as amended.
- C. An employee, who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days, shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, 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 (8) 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 s/he 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 positions 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 positions 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 s/he 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 (8) 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 s/he would have paid had such leave not been taken.
- E. During the first ten (10) days, not including scheduled days off and holidays, 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 or 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 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 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 (3) 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 s/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, child, grandparent, grandchild, or relative living in the same household.
- B. Ten (10) days of family leave may be taken in not less than one (1) 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 s/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 (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.
- E. The University agrees to one time payout of ninety (90) days to any sick leave member who has been a member for at least five (5) years and provides sufficient medical evidence that s/he cannot return to work.

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(s) 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 member(s) 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 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, ability to perform their normal duties, an employee shall be returned to their regular position.

SECTION 16. DOMESTIC VIOLENCE

The employer must provide up to fifteen (15) working days of paid leave, without loss of leave to which the employee is otherwise entitled to without loss of credit for time or service, to allow the employee to seek or obtain aid for themselves or a family member as a victim of domestic violence, sexual assault, stalking or kidnapping. All leave granted under this section shall be done in accordance with Chapter 149, Section 52E of the MGL. Human Resources may require documentation as provided in applicable regulation and guidance supplied by officials of the Commonwealth regarding implementation of this statute.

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, s/he 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. She/he 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, 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:

<i>Length of continuous full-time creditable service of each applicable month.</i>	<i>Vacation Leave Accrued</i>
Less than fifty-four (54) months (Less than 4 1/2 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 1/2 - 9 1/2 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 1/2 - 19 1/2 years).	1 2/3 days per month (total of 20 days per yr.)
Two hundred thirty-four (234) months (19 1/2 or more years).	2 1/12 days per month or more (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 s/he had at the termination of the predecessor Agreement.

SECTION 2.

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

SECTION 3.

Vacation leave, accrued during any 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. Vacation leave shall accrue bi-weekly at the end of each pay period based on service hours and are available for use at the beginning of the following pay cycle.

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 only be granted with a minimum of twenty-four (24) hours’ notice for use of one (1) vacation day and five (5) calendar days’ notice for use of two (2) or more vacation days 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 Sixty-Four (64) 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 s/he returned or returns, provided that prior to such military leave vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after s/he 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 of 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.

SECTION 18.

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).

ARTICLE 14 HOLIDAYS

SECTION 1.

The following days shall be holidays for employees:

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

SECTION 2.

When a holiday occurs on the regular scheduled workday of an employee, s/he, 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 (5) 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 work day, if the employee's usual workweek is five (5) or more days, s/he shall receive pay for one (1) day at his/her regular rate of pay. This language is applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor the employee may receive one (1) compensatory day off with pay within one hundred twenty (120) days following the holiday, to be taken at a time approved by the manager/supervisor. At the Physical Plant the decision whether or not to grant a compensatory day shall not be grievable.

SECTION 4.

An employee required to work (his/her regular shift) shall be compensated at the rate of two (2) times his/her rate of pay. This language is applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor the employee may receive pay for one (1) day and one (1) compensatory day off with pay within two hundred seventy (270) days following the holiday, to be taken at a time approved by the manager/supervisor. At the Physical Plant the decision whether to grant a compensatory day shall not be grievable.

SECTION 5.

In addition to the holidays listed in Section 14.1, bargaining unit members shall not be required to work on the immediate two (2) work days preceding the day on which the New Year's Day holiday is celebrated. Employees assigned to work shall be given an alternate

day(s) off. Use of such time shall conform to the existing requirements in the collective bargaining agreement.

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, s/he 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 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. On the fourth

occurrence of the calendar year, an employee who calls in to use any portion of, or all accrued sick leave the workday immediately preceding or immediately following the holiday shall submit satisfactory medical evidence pursuant to Article 11, Section 1, Subsection E, Items 1 and 2 in order to receive pay for the day(s) in question. 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 (1) 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 s/he 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.

<i>Holidays</i>	<i>Trades</i>	<i>Personnel Required</i>
Commencement	Plumbers	(2)
(Friday& Saturday)	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).

ARTICLE 15

EMPLOYEE EXPENSES

SECTION 1. TRAVEL

When official business for the Employer takes an employee out of the employee's officially assigned workplace, the employee is said to be in travel status and shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines (T92-031). A copy of the University's policy may be obtained from the Division of Human Resources.

SECTION 2.

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

SECTION 3.

Within sixty (60) days upon the execution of the successor collective bargaining agreement, a labor-management committee will be established with the purpose of reviewing the reimbursement policies of various departments for all required licensing for bargaining unit members. The committee will present recommendations to the parties.

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.

Parking fees are in accordance with the fully executed Omnibus Parking Agreement of May 3, 1999.

ARTICLE 17

EMPLOYEE COMPENSATION

SECTION 1. COMPENSATION ADJUSTMENTS

Definitions:

- A. Subject to the eligibility requirements contained in paragraph 31.1(G) below, effective the first full pay period in July 2020, each bargaining unit member shall receive a base rate increase of two percent (2%).
- B. Subject to the eligibility requirements contained in paragraph 31.1(G) below, effective the first full pay period in July 2021, each bargaining unit member shall receive a base rate increase of two percent (2%).
- C. Subject to the eligibility requirements contained in paragraph 31.1(G) below, effective the first full pay period in July 2022, each bargaining unit member shall receive a base rate increase of two percent (2%).
- D. **One-Time Additional Payment:** In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees on the payroll on the date of execution of this Agreement and including any furlough or other authorized leave of absence, on the date on which the General Court authorizes the cost items contained in this agreement and during the pay period during which the payment described in this paragraph is implemented shall be paid the greater of: 1) one thousand dollars (\$1,000); or 2) the equivalent of one and one-half percent (1.5%) of their annual base salary (e.g. not including overtime, additional compensation, or other additions) calculated as of the last day of the pay period immediately preceding the date of execution of this Agreement. This calculation shall be based on a member's salary after the application of the FY 21 and FY 22 wage increase. All payment amounts regardless of calculation method shall be prorated for less than full time and less than 52-week employees.
- E. **Additional Salary Adjustment concerning Paid Family and Medical Leave Deductions:** Notwithstanding the provisions contained in paragraphs A-C above, in consideration for the mutual promises contained in the attached Memorandum Of Agreement, employees who are otherwise eligible for the annual salary adjustment effective on the first day of the first full pay period in July 2020, shall receive an additional one-half of one percent (0.5%)—not compounded—for a total of two and one-half percent (2.5%) inclusive of the annual salary adjusted listed in paragraph A.
- F. If, during the life of the agreement, the University reaches an agreement with any other union that provides additional compensation to members of that union for work that was performed during the pandemic period, then the parties agree to re-open this Agreement for the purpose of bargaining over whether members of AFSCME, Local 1776 should receive a similar benefit.
- G. To be eligible for any adjustment increases contained in sections A, B, C and E, an employee must be, including on authorized leaves of absences, on the effective date of such adjustment increases either (a) on the payroll during the paid period during which such adjustment is implemented; or (b) retired, deceased or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or any retroactive pay.

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 s/he 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, s/he shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.
- 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.

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 a bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, in the grade level of the position which they are being hired into, shall be placed at the first step-in- grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee, entering a position within the bargaining unit covered by this Agreement, without a break in service, from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a lower grade level than the position which they are being hired into, shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.
- C. An employee, entering a position within the bargaining unit covered by this

Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a higher grade level than the position which they are being hired into, shall be placed at a step-in-grade within his/her new job grade based upon the employee's creditable years of service in the equivalent new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

SECTION 6.

The salary increases, as provided for in this article, shall apply only to those employees on the payroll at 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 July 1, 2012 and the execution date shall receive appropriate increases as provided in Article for their period of employment.

ARTICLE 18

HEALTH AND WELFARE

SECTION 1. GROUP HEALTH INSURANCE CONTRIBUTIONS

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

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 Dollars (\$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.
- Effective January 1, 2008, the University will contribute an additional One Dollar (\$1.00) per week per FTE to the Health and Welfare Trust.
- 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.
- Effective on the first pay week in January 2014, the University agrees to contribute on behalf of each full-time equivalent unit member an addition fifty cents (\$0.50) per calendar week to the appropriate Health & Welfare Fund.
- Effective on the first pay week in June 2014, the University agrees to contribute on behalf of each full-time equivalent unit member an addition fifty cents (\$0.50) per calendar week to the appropriate Health & Welfare Fund.

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. The appointing authority is recognized as the sole authority to appoint an applicant to a vacant position.

When the appointing authority determines that a vacancy is to be filled it will be made public on a website designated for that purpose and through which applicants shall be submitted.

Bargaining unit employees who cannot use computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

- 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 (1) 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.

SECTION 2. SELECTION

Vacant positions in the bargaining unit will be posted as internal campus job postings on the University’s on-line applicant tracking system for a minimum of five (5) business days before being posted for external (off-campus) applicants. Applications submitted on-line by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered prior to interviewing any external applicants for the position. Internal applicants may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to hold internal campus job postings if the written application form is received after five (5) business day internal posting period. Employees invited for interviews shall be considered doing University business and will be paid for all time used as part of the Search and Screen process if the interview occurs during their normally scheduled shift for a maximum of three (3) such interviews per year.

Job postings (AFSCME) that are advertised outside of the University may be filed by submitting an on-line application or resume through the Page Up or similar system.

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 (2) 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, s/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) formal grievance hearing held at a campus level.
- C. If the employee is not satisfied with the new position, s/he 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.

Upon written request from an employee, (his/her) test results will be provided within five (5) days of the request.

At the employee's written request, on the attached form, s/he will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, s/he may be accompanied by a representative designated by the Union. If the employee is not

satisfied with the reason(s) for non-selection, she/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) 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

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 ninety (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.

SECTION 10.

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:

1. 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.
2. 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 the leave.

3. 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 exceed two (2) years.

Temporary appointment shall be made under the following conditions: Appointments determined to be of thirty (30) working days duration or longer shall be advertised on the yellow sheet. In all cases appointments which last more than thirty (30) working days shall be advertised on the yellow sheet.

SECTION 11.

The employer shall provide the Union with a list of the names, requisition numbers and bargaining unit vs non bargaining unit status of employees hired into vacancies described on this provision.

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

The Union shall be notified of all layoffs in the bargaining unit not more than twenty-four (24) hours after the employee receives notice.

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 (1) 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.

D. Layoffs shall be conducted within each division with all other provisions of this Article applicable. The divisions 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.
13. Facilities and Planning

**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 s/he 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.

Those employees, who are subject to periodic layoffs within a calendar year and who have less than a fifty-two (52) week employment commitment, shall enjoy layoff rights at the times indicated in their individual employment contracts in accordance with this Article except that their rights under section 2C shall be limited to that of bumping other limited term of employment employees. At other times, the layoff provisions of this Article shall apply.

Less than fifty-two (52) 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 (10) 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 layoff status. Such work may or may not be within the job specifications of the employees concerned.

ARTICLE 21

CONTRACTING OUT

SECTION 1.

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 the Employer. Said committee's review may include, but is not limited to, the cost effectiveness of one (1) 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 to the contracting out of services.

SECTION 2.

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 the summary of payment made under the contract or agreement. In addition, the Union may request a meeting with the Employer 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.

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, s/he 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, 2014, 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, twelve (\$12.00) 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 Temporary Work Assignment Form (Appendix C-1). 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 receive, in addition to their regular overtime compensation, eight (\$8.00) dollars for each consecutive four hours worked. The employee shall complete and transmit to his/her supervisor, the Temporary Overtime Work Assignment Form (Appendix C-2). 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.

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

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. CLASSIFICATION SPECIFICATIONS

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

SECTION 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 (Appendix E-1).
2. The employee shall file said form with the Assistant Vice Chancellor for Human Resources or designee and shall forward a copy of same to the Union.
3. The Assistant Vice Chancellor for Human Resources or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request.
4. Within ten (10) working days of completion of the job audit, the Assistant Vice Chancellor for 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 Assistant Vice Chancellor for Human Resources or designee shall make a final determination within thirty (30) calendar days of the hearing.
6. The decision of the Assistant Vice Chancellor for Human Resources or designee may be appealed within ten (10) calendar days to the CEO or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
7. The decision of the CEO or designee 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 monies 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 Assistant Vice Chancellor for Human Resources or designee.
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 CREDITS AT UMASS CAMPUSES

Members of the bargaining unit shall receive tuition discounts in the form of tuition credits as described below; provided that, in the event of a conflict between this Article and current practice, current practice shall prevail.

I. INTRODUCTION.

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

These Standards implement Paragraph IV of the Policy 011 Tuition Waivers (T96-129) and codify and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. See, M.G.L. c. 75, § 1B(f).

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

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

II. DEFINITIONS.

(1) ***Dependent Child*** refers to a child of a University Employee or his or her Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

(2) ***Continuing Education*** refers to self-supporting, non-state-funded courses and programs as defined by a campus.

(3) ***Deceased University Employee*** refers to a person who died while a University Employee.

(4) ***Part-time*** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time).

(5) ***Retired University Employee*** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.

(6) ***Spouse*** refers to an individual married to a University Employee.

(7) ***Student Charge*** refers to in-state and out-of-state tuition and fees that are charged to

students for general attendance at the University; provided that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. See, M.G.L. c.75, § 18.

(8) ***Student Tuition Credit*** refers to a reduction in Student Charges for an eligible student. See, M. G.L. c.75, § 1B (a).

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

III. GENERAL PROVISIONS

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

- A. The Student Tuition Credits described in these Standards apply to all courses and programs offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, the JD program-or other post JD programs which may be created at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.
- B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
- C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.
- D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
- E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
- F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1 B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (e.g. the John and Abigail Adams Scholarship).
- G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; provided that, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University

Employee must use accrued vacation, compensatory or personal leave or, if necessary, arrange with his or her supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

A. University Employees

1. Current/Active University Employees

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

2. Retired University Employees

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

3. Terminated University Employees

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

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

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

2. Undergraduate Courses or Programs

- a. Current/Active University Employees with two (2) or more years of Full-time Equivalent (FTE) University Service as of the first day of the semester for which the Student Tuition Credit is to be applied:

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

- b. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service as of the first day of the semester for which the Student Tuition Credit is to be applied:

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

C. Spouses and Dependent Children of Deceased University Employees

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

D. Spouses and Dependent Children of Retired University Employees

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

E. Spouses and Dependent Children of Terminated University Employees

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

STUDENT TUITION CREDIT

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

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

² One (1) program of study.

³ One (1) program of study; undergraduate only

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

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

SECTION 2. TUITION DISCOUNTS FOR CONTINUING EDUCATION COURSES AT UMASS CAMPUSES

Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in Continuing Education programs or courses equal to fifty percent (50%) of the tuition.

SECTION 3. REPORTING TUITION CREDIT USAGE AT UMASS CAMPUSES

The University is developing an operational report that will include the use of student tuition credits by UMass employees, spouses/domestic partners, and dependents, and upon request, will periodically (i.e. once per semester) share the results of that report with the union.

SECTION 4. TUITION REMISSION

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher

Education System-wide Tuition Remission Policy for Higher Education Employees (May 21, 1984), incorporated into this agreement as Appendix XX.

SECTION 5. 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. 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 advanced 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.

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

The University will adjust the fund for the duration of this contract (July 1, 2007 - June 30, 2008) exclusively by Ten Thousand (\$10,000.00) Dollars effective July 8, 2007.*

**Effective thirty (30) days after the legislature, for Fiscal Year 2007, approves the Collective Bargaining Agreement, the Campus shall make available to the Training*

and Career Ladders Committee a sum of money equivalent to 0.5% percent of the state funded payroll of employees in this bargaining unit. These funds shall be expended not later than June 30, 2008. The parties understand this is a one (1) time provision of funds and will not be included in subsequent collective bargaining agreements unless agreed to by the parties in those subsequent negotiations.

- D. The Union is hereby provided additional monies in the amount of Forty-Eight Thousand Nine Hundred Ninety Dollars and Fifty Cents (\$48,990.50) to be used for training and development pursuant to and determined by existing contract language.

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 there under.

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

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

Grievances, involving the interpretation or application of the provisions of this Article not resolved at step 3 of the grievance procedures set forth in Article 29 of this Agreement, may be referred to a three (3) member review committee within seven (7) days of receipt of the step 3 decision. Said committee shall be comprised of the Director of Environmental Health and Safety or equivalent, one (1) Union -designated representative, and one (1) management-designated representative to review and make recommendations to the Chancellor. The committee shall meet within fifteen (15) working days of said referral and shall make recommendations within ten (10) working days of the meeting. Time limits may be extended by mutual agreement of the parties.

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.

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 (3) or more than six (6) bargaining unit members to provide suggestions and feedback to the department on the appearance, material and feasibility of working in such uniforms.

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.

SECTION 4.

- A. Employees shall have a First Aid kit available in their work area.
- B. No employee shall be required to lift unreasonable weights without adequate assistance.
- C. No employee shall be required to operate defective equipment.
- D. Where it is currently the practice, at least two (2) 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 (5) or more feet, or when working more than ten (10) 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.
- E. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.
- F. 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.
- G. Employees shall notify the appropriate office of the University (i.e. Office of Labor Relations or the Physical Plant Division) prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
- H. 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.
- I. The Employer agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.
- J. Employees, needing transportation, shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
- K. Employees shall not be assigned excessive or unreasonable workloads.
- L. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
- M. 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.

- N. 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 27.
- O. The Employer shall supply chemicals to eliminate nauseous odors.
- P. The first aid area shall be equipped with a cot and necessary first aid supplies.
- Q. Employees, assigned to work exposed to unreasonable conditions of weather or extremities in temperature, shall be allowed reasonable rest periods each hour.
- R. Power tools and saws shall be sharpened by competent individuals.
- S. An occupational health and safety program is available to employees for emergency care.
- T. 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 s/he has exhausted his/her sick leave, the Employer shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.
- U. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless s/he is accompanied by one (1) or more other employees.
- V. 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.
- W. Any grievance, which cites an alleged violation of Article 27 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.
- X. 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.
- Y. The issue of asbestos generally will be a permanent agenda item for the campus safety committee established by the terms of this Article 27. 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 33.
- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment, any break, or lunch period otherwise authorized by this Agreement.
- C. The CEO/designee shall make reasonable efforts to reduce Repetitive Strain Injuries within the institution.
- D. Pregnant employees, who work on VDT systems, may request temporary reassignment within their job description or a comparable position and be reassigned

within two (2) 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 (3) 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.

SECTION 7. SERVSAFE

- A. Employees, hired from outside the bargaining unit into the positions below, must be certified as food handlers by the end of their six (6) month probationary period through a recognized program approved by the University of Massachusetts (i.e., ServSafe).
 - Baker I and Baker II
 - Culinary Worker, U of M
 - Cook I, II and III
 - Assistant Snack Bar Manager
 - Snack Bar Manager
 - Dining Hall Supervisor
 - Storekeeper II and Storekeeper III (Auxiliary Services only)
- B. If an employee, who is hired from outside the bargaining unit into the positions above, fails his/her first attempt to pass the exam, they shall be offered one (1) retake of the exam within three (3) months of their original exam date. If an employee, who is hired from outside the bargaining unit into the positions above, then fails the retake exam they shall be terminated immediately upon notification of their second test results. Employees, in the above titles, must be recertified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) as required by the certification program before their current certification expires (ServSafe is every five (5) years). Should one (1) of these individuals fail his/her first to pass the exam to become recertified, they shall be offered one (1) retake of the exam within three (3) months of their original exam date. After failing their first attempt at becoming recertified, they may not be promoted to any position which requires individuals to be certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) until they do have a valid certification through a recognized program approved by the University of Massachusetts (i.e. ServSafe). If these individuals then fail the retake exam, they shall be demoted immediately upon notification of their test results to Dietary Worker I.
- C. Employees of the titles below are not required to be certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe), but may pursue the exam if they want to:
 - Dietary Worker I
 - Head Dishroom Attendant
 - Potwasher
- D. Current employees, in the above three (3) titles, may be promoted to a position in Section 1 without initially being certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe), but must be

certified as food handlers by the end of their six (6) month probationary period through a recognized program approved by the University of Massachusetts (i.e., ServSafe). Should one (1) of these individuals fail his/her first attempt to pass the exam to become certified, they shall be offered one (1) retake of the exam within three (3) months of their original exam date. If these individuals then fail the retake exam, they shall be demoted immediately upon notification if their test results to Dietary Worker I.

- E. Any bargaining unit employees, who are not certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) and are in a title in Section 1 above at the time of execution of the this Agreement, must be certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) within six (6) months of the execution of this Agreement. Should one (1) of these individuals fail his/her first attempt to pass the exam to become certified, they shall be offered one (1) retake of the exam within three (3) months of their original exam date. If these individuals then fail the retake exam, they shall be demoted immediately upon notification of their test results to Dietary Worker I.
- F. If an employee fails his/her first attempt to pass the exam there will be a meeting held prior to taking the retake exam to discuss to the score analysis sheet and clarify what sections of the exam the individual needs to further study to pass the retake exam.
- G. The Union shall be informed in writing of a failing status of any individual's first and second attempt to pass the exam.
- H. The Employer shall pay for the first certification test, as well as for one (1) subsequent test if necessary. Any other tests will be the financial responsibility of the employee.
- I. Missing a test for any reason shall be considered a failed test, unless satisfactory medical documentation is provided.
- J. Courses/tests will be offered in December and during March.

SECTION 8. CDL LICENSES

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.

SECTION 9. GPS

Global positioning system technology ("GPS") has been installed and activated within University vehicles. Prior to the implementation and activation of additional GPS within University vehicles, the University shall provide a thirty (30) day notice to AFSCME-Local 1776. Handheld replacements for older existing models or ones that are damaged shall not be subject to advanced notification. The Union reserves any and all rights to bargain over any potential impact.

It is understood that disciplinary actions against and excessive monitoring of University employees is neither a primary purpose nor an intended result of the implementation of GPS systems. To that end, any disciplinary action which is based in any part upon a GPS system finding or report must also be based on independent facts and justification which comport with just cause standard in the collective bargaining agreement, Article 29- Disciplinary Action.

The Union, pursuant to MGL 150E shall have the right to submit requests for information regarding GPS system reports and or related data. In the event the respective department plans to rely on information obtained from GPS, for disciplinary purposes, the department shall provide a copy of such information to the Union.

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 laterally transfer or seek lateral appointment for a change in shift or an increase in hours one time during their probationary period. If an employee is granted a lateral transfer during their probationary period, an interim evaluation will be completed by the supervisor of the work area where the employee is leaving. The balance of the probationary period shall be completed in the newly appointed position. 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, 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.
- B. The provisions of this Article shall not be applied in an arbitrary or capricious manner. However, in some circumstances, actions or omissions, which have resulted or will result in harm to the institution, academic community, or members thereof, may require imposition of severe sanctions in the first instance.
- C. Progressive disciplinary actions may include, but are not limited to oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, demotion, and discharge.

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 (1) 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 s/he 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.

Breath(alyzer) 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

Employer Designated Representative

Date

Date

SUPERVISOR'S ACCIDENT REPORT

Date: _____ Time _____

Location of incident/accident:

Accident related injuries? Yes No (circle) If yes, provide details.

Provide a brief summary of accident:

Description of other party(s) involved:

Police at scene? Yes No (circle) If yes, 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) If yes, provide details.

Provide a brief summary of accident:

Description of other party(s) involved:

Police at scene? Yes No (circle) If yes, 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.

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 s/he is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

- D. A grievance may be withdrawn at any level.
- E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in grievance.
- F. Collateral Consequences of a Grievance - The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official personnel file of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member(s) who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

SECTION 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 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. A 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 CEO of the campus or designee.

- C. 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, s/he 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, s/he 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 fifty percent (50%) by the Union and fifty percent (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 such employee or group of employees, where an employee or group of employees sought resolution of the grievance through the applicable steps of this Article, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
- b. Whether the complaint alleges an express breach of the contract;
- c. Whether the arbitrator has jurisdiction to arbitrate; and
- d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

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

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 eight, and Chapter 150C, Sections ten, eleven, and twelve 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 a copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.
- 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 develops his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

SECTION 2.

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 s/he 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 the immediate work supervisor, who may or may not be a unit member. Such supervisor shall receive training on how to conduct performance evaluations and the Union shall be provided a list of Union supervisors

who will perform this duty.

- 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 (1) - time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period); or
 - 2. a ninety (90) day re-evaluation period.
- B. An appeal of the original evaluation shall be initiated at the President’s level within twenty-one (21) days. Appeals shall be held by a tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by the Employer, 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 ninety (90) days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) day period to determine if a “Meets Standards” rating has been achieved.
 - 1. If an employee receives a “Meets Standards” evaluation during the re-evaluation process, s/he shall be eligible for the denied step and/or salary increase effective from the date of receiving the “Meets Standards” rating.
 - 2. At the end of the re-evaluation period, an employee who continues to receive a “Does Not Meet Standards” rating shall be able to make a one-time appeal of the re-evaluation rating to the tripartite panel. This appeal must be filed at the President’s level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original “Does Not Meet Standards” review.
- 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 delayed.
- 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 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 Employer 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 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 37.

ARTICLE 37 DURATION

This Agreement shall be for the three (3) year period from July 1, 2020 through June 30, 2023 and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. At the 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.

In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures below:

FOR AFSCME LOCAL 1776, AFSCME
COUNCIL 93, AFL-CIO

DocuSigned by:

Leann Robinson

02B72E678A2846A...

DocuSigned by:

Tha B...

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DocuSigned by:

Kimberly Sylvia

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11/17/2022

DATE

FOR THE UNIVERSITY OF MASSACHUSETTS
AMHERST

DocuSigned by:

Jeffrey Hescok

11/17/2022

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DocuSigned by:

Mark Lucinski

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DocuSigned by:

Ginger Thomas

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Jeremy Fongue

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Brian Harrington

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John Dunlap

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DocuSigned by:

Martin T Meehan

12/20/2022 | 11:45:43 AM ES

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DATE

SUPPLEMENTAL AGREEMENT A 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.

Add specific Environmental Health and Safety Personnel as agreed to and referenced by EHS Management and Union officials enumerated in the Fire and Safety Officers Uniform Policy, Number 101, effective January 12, 2018.

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 28, Section 1 or Article 19, Section 4, shall be covered by the following provisions:
 - 1. The probationary/trial period, as established in Article 28, 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 28 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, s/he 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 Three Thousand Dollars (\$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 Four Thousand Dollars (\$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 s/he is not otherwise scheduled to work, said employee shall be compensated at the rate of time and one-half (1 ½) 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 ½) 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 B 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 a 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 (52) week employees a two (2) week 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, which 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 less than one quarter (1/4) of the determined number from any given dining hall, employees from one (1) 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 (1) 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 (2) 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 (2) 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 re-employment 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 (1) months' vacation and sick leave credits 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 March, 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 (1) 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 twenty (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 (20) 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 (1) week (five (5) consecutive days) of accrued vacations and may use up to three (3) sick days, supported by a physician's note. Bereavement leave may be used in accordance with Article 11, Section 3. If management determines that the employee can be spared, s/he 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 March, 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, step 12. 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 (2) 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, s/he shall be returned to his/her regular position in Dining or Retail Food Services effective on the first day of the vacation.

Period of Non-Responsibility

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 prorated number of possible days for work during their period of responsibility.

Side Letters for the 2020-2023 Bargaining Agreement

Side Letter 1 – 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 any time, 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 Commonwealth's 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 2 – Possible Essential Functions 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 committee, created of three (3) members from each party to the agreement, serves as the sole forum to refer issues and concerns raised by unit members about such review. The University agrees to meet all legal bargaining requirements, as it is made aware of them, and agrees it has such an obligation concerning the process.

Side Letter 3 – Annual Review Instruments

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 three hundred sixty (360) degree 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 4

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.

Side Letter 5 - Childcare

Within 90 days of the execution of this agreement, a joint labor-management committee shall be established to include all campus unions who wish to participate and relevant administrative officials, to investigate childcare options for staff, faculty, and students, and make recommendations for their respective campuses.

Side Letter 6 – Standby Pay

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 7 – Reclassification/Reallocation Labor-Management Committee

Within 60 days of the execution of this agreement, a joint labor-management committee shall be established to discuss the reclassification and reallocation process, which may include revisions of the forms used for said processes.

In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures following

FOR AFSCME LOCAL 1776, AFSCME
COUNCIL 93, AFL-CIO

DocuSigned by:

Leann Robinson

02B72E678A2846A...

DocuSigned by:

Chris B...

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FOR THE UNIVERSITY OF MASSACHUSETTS
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DocuSigned by:

Martin T Meehan

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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	13
Communications Dispatcher II	14
Construction Estimator	16
Control and Refrigeration System Specialist, U of M	16
Cook I	10
Cook II	12
Cook III	14
Courier	09
Culinary Worker I	06
Culinary Worker II	08
Dietary Worker I	07
Dining Hall Supervisor, U of M	11
Dining Room Attendant	08
Draftsman	13
Electrician I	17
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
High Voltage Electrician I	20
Horseman, U of M	13
Institutional Maintenance Foreman (temporary)	18
Institution Chief Power Plant Engineer, Grade C	22
Institution Security Officer I, U of M	08
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 Worker, U of M	11
Maintenance Technician I	13
Maintenance Technician II	14
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 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 I	06
Pot Washer II	08
Power Plant Attendant, U of M	10
Recreation Facilities Repairer	12

(Lead Operator/2nd) Second Class Power Plant Engineer	26
Sign Painter and Letterer I	14
Sign Painter and Letterer II	16
Skilled Laborer I	10
Skilled Laborer II	12
Snack Bar Manager, U of M	11
Stable Attendant I (Higher Education)	09
Steam Fireman I	15
Steam Fireman II	17
Steam Fitter	13
Storekeeper I	09
Storekeeper II	11
Storekeeper III	13
Storekeeper IV	15
Supervisor of Garage-Motor Pool, U of M	15
Technical Assistant I	11
Technical Assistant III	15
Technical Specialist I, U of M	14
Technical Specialist II	16
Operator/3rd Class Power Plant Engineer	20
Trades Worker	10
Tree Climber	11
Typewriter Repairman	10
Upholsterer, U of M	13
Utility Instrumentation and Controls Technician, U of M	24
Utility Plant Operator	17
Wastewater Treatment Plant Operator II	11

APPENDIX B REQUEST FOR EXTENSION OF SICK LEAVE FORM

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

A. NAME: _____ DATE: _____

B. E-MAIL: _____ PHONE #: _____

C. TITLE: _____ JOB GRADE: _____

D. DATE OF INITIAL EMPLOYMENT AT THE UNIVERSITY: _____

E. TOTAL NUMBER OF WORKING DAYS REQUESTED: _____

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 LABOR RELATIONS ADMINISTRATOR

A. Date Received:

B. Date of Decision:

C. Decision: _____ APPROVED _____ DISAPPROVED

Labor Relations Administrator

Date

cc: AFSCME Local 1776 President

APPENDIX C-1

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

E-mail Address (Preferred)

Phone Number

Reasons for Assignment:

Signature of Employee

Date of Signature

Name and Signature of Immediate Supervisor

Date of Signature Supervisor

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK
ASSIGNMENT FORM TO THE MANAGER OF TOTAL COMPENSATION ALONG WITH A
COMPLETED PERSONNEL ACTION FORM.

Approval _____

Disapproval (Reasons) _____

Name and Signature of Manager of Total Compensation

Employee Immediate Supervisor: _____

APPENDIX C-2
TEMPORARY OVERTIME
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 on an overtime shift.

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

E-mail Address (Preferred)

Phone Number

Reasons for Assignment: _____

Signature of Employee

Date of Signature

Name and Signature of Immediate Supervisor

Date of Signature Supervisor

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE MANAGER OF TOTAL COMPENSATION ALONG WITH A COMPLETED PERSONNEL ACTION FORM.

Approval _____ Disapproval (Reasons) _____

Name and Signature of Manager of Total Compensation

Employee Immediate Supervisor:

APPENDIX D-1
REQUEST TO APPEAL CLASSIFICATION OF
TRUST FUNDED POSITION
(COVER LETTER)

REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

Manager of Total Compensation
Address

Dear Sir/Ma'am:

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

E-mail Address (Preferred)

Phone Number

APPENDIX D-2

REQUEST TO APPEAL CLASSIFICATION OF TRUST FUNDED POSITION (FACT SHEET)

PLEASE TYPE OR PRINT

NAME: _____

E-Mail: _____ Phone #: _____

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

CERTIFICATE OF ELIGIBILITY FOR SYSTEM-WIDE TUITION REMISSION

Higher Education Employees

Instructions: Before completing this form, please read carefully the Board of Regents' System-wide 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

E-mail Address (Preferred)

Phone Number

The individual named above is an employee of this University and meets all eligibility requirements for system wide 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 F

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

EVALUATION STATUS _____ NAME _____ GRADE _____
 _____ 3 Month Probationary STATE TITLE _____
 _____ 5 Month Probationary WORKING TITLE _____
 _____ Annual _____ DEPARTMENT _____
 (Year)
 Other _____ ANNIVERSARY DATE IN CAMPUS SERVICE _____
 ANNIVERSARY DATE IN WORKING TITLE _____

MERIT POINTS RATING:DEFINITION FOR RATING TO BE APPLIED:

4* SUPERIOR

Accomplished all goals or performed tasks and excels in a substantial manner

3 ABOVE STANDARD

Performs all tasks above departmental standards

2 GOOD (Standard)

Average performance; meets departmental needs

1 *FAIR

Below average performance but improving and potentially acceptable

0 *UNSATISFACTORY

Many goals unrealized or many tasks not performed

N/A NOT APPLICABLE

Not applicable to the job.

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

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

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

	S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and institution policies						
F. Complies with instructions, rules and regulations including health and safety precautions						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
WORK ATTITUDES						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
RELATIONSHIPS WITH OTHERS:						
A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communications						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
SUPERVISORY ABILITY (where applicable)						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:	
Recommendation: Retention (Probationary) Dismissal (Probationary) No action required Other _____	
_____ Signature and Title	
Date _____	
COMMENTS OF EMPLOYEE:	
_____ DATE OF DISCUSSION WITH SUPERVISOR	
_____ SIGNATURE OF EMPLOYEE BEING EVALUATED	
(Does not imply agreement or disagreement with evaluation)	
COMMENTS OF INTERMEDIATE SUPERVISOR/PERSONNEL OFFICER REVIEWING EVALUATION:	
_____ MEETS STANDARDS	
_____ DOES NOT MEET STANDARDS	
Recommendation: Retention (Probationary) Dismissal (Probationary) No action required Other _____	
_____ Signature and Title	
_____ Date	
COMMENTS OF EMPLOYEE:	
_____ DATE	
_____ SIGNATURE OF EMPLOYEE BEING	
REVIEWED	
(Does not imply agreement or disagreement with evaluation)	

APPENDIX G
UNIVERSITY OF MASSACHUSETTS/AMHERST
EMPLOYEE REQUEST FOR CHANGE IN WORK
LOCATION OR ASSIGNMENT

NAME OF APPLICANT

(Last) (First) (Middle)

PRESENT DEPARTMENT _____

PRESENT TITLE _____

PRESENT GRADE _____

PRESENT LOCATION _____

DESIRED LOCATION _____

E-MAIL ADDRESS _____

PHONE NUMBER _____

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
UNIVERSITY OF MASSACHUSETTS/AMHERST
EMPLOYEE REQUEST FOR CHANGE IN WORK
LOCATION OR ASSIGNMENT

NAME OF APPLICANT

(Last) (First) (Middle)

PRESENT DEPARTMENT _____

PRESENT TITLE _____

PRESENT GRADE _____ PRESENT SHIFT _____ SHIFT DESIRED _____

PRESENT DAYS OFF _____ DESIRED DAYS OFF _____

E-MAIL ADDRESS _____

PHONE NUMBER _____

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 I

SENIORITY BYPASS APPEAL FORM

Date: _____

Office of Labor Relations
Whitmore Administration Building

In accordance with Article 12, 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: _____

Signature: _____

Name (Printed): _____

Title: _____

Seniority Date: _____

Steward of Record

APPENDIX J

REQUEST FOR SUBSTITUTION OF SICK LEAVE

This form must be completed and submitted no later than five (5) days after the date on which pay advices are distributed for the payroll period in which the substitution will be applied.

Name Title

I would like to substitute the following, in lieu of sick time, for the purpose of calculating overtime compensation:

Date absent: Month/Day _____ From: _____ To: _____

Total Overtime Hours worked: _____

SUBSTITUTION REQUESTED:

This represents my:

A. Compensatory Time _____ First _____

B. Holiday Leave _____ Second _____

C. Personal Leave _____ Third _____

D. Vacation Leave _____ Fourth _____

Fifth _____

Request for substitution this fiscal year (Satisfactory medical evidence must be attached)

Employee Signature Date

To be completed by the Department Human Resources Officer and returned to employee.

Date received by Department Human Resources Officer _____

Decision: APPROVED _____ for _____ Hours of Substitution

DISAPPROVED _____ Reason: _____

Signature, Department Human Resources Officer Date

Distribution: Human Resources Office (original), Supervisor (copy), Employee (copy)

SCHEDULE OF SALARY RATES

Schedule of Salary Rates Effective July 5, 2020														
Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,121.90	\$ 1,142.36	\$ 1,163.15	\$ 1,184.33	\$ 1,205.68	\$ 1,227.90	\$ 1,250.24	\$ 1,272.99	\$ 1,296.22	\$ 1,319.86	\$ 1,346.19	\$ 1,373.12	\$ 1,400.57	\$ 1,428.58
02	\$ 1,144.11	\$ 1,164.54	\$ 1,185.38	\$ 1,206.61	\$ 1,228.12	\$ 1,250.13	\$ 1,272.54	\$ 1,295.28	\$ 1,318.49	\$ 1,342.00	\$ 1,368.84	\$ 1,396.23	\$ 1,424.09	\$ 1,452.59
03	\$ 1,167.81	\$ 1,185.61	\$ 1,209.30	\$ 1,233.22	\$ 1,257.63	\$ 1,282.61	\$ 1,307.98	\$ 1,333.90	\$ 1,360.30	\$ 1,387.29	\$ 1,415.00	\$ 1,443.33	\$ 1,472.14	\$ 1,501.58
04	\$ 1,195.47	\$ 1,218.60	\$ 1,242.07	\$ 1,266.05	\$ 1,290.56	\$ 1,315.39	\$ 1,340.83	\$ 1,366.69	\$ 1,393.11	\$ 1,419.96	\$ 1,446.35	\$ 1,477.32	\$ 1,506.84	\$ 1,536.95
05	\$ 1,216.10	\$ 1,241.09	\$ 1,266.54	\$ 1,292.58	\$ 1,319.07	\$ 1,346.16	\$ 1,373.85	\$ 1,402.05	\$ 1,430.88	\$ 1,460.20	\$ 1,489.37	\$ 1,519.16	\$ 1,549.52	\$ 1,580.48
06	\$ 1,261.30	\$ 1,286.13	\$ 1,311.67	\$ 1,337.52	\$ 1,364.00	\$ 1,390.93	\$ 1,418.43	\$ 1,446.46	\$ 1,475.06	\$ 1,504.20	\$ 1,534.28	\$ 1,564.95	\$ 1,596.24	\$ 1,628.15
07	\$ 1,292.74	\$ 1,320.05	\$ 1,347.80	\$ 1,376.31	\$ 1,405.35	\$ 1,435.02	\$ 1,465.37	\$ 1,496.26	\$ 1,527.83	\$ 1,560.08	\$ 1,591.30	\$ 1,623.13	\$ 1,655.57	\$ 1,688.66
08	\$ 1,323.21	\$ 1,352.67	\$ 1,382.76	\$ 1,413.53	\$ 1,445.02	\$ 1,477.21	\$ 1,510.16	\$ 1,543.78	\$ 1,578.16	\$ 1,613.32	\$ 1,645.54	\$ 1,678.49	\$ 1,712.06	\$ 1,746.28
09	\$ 1,373.85	\$ 1,406.05	\$ 1,438.94	\$ 1,472.63	\$ 1,507.15	\$ 1,542.45	\$ 1,578.56	\$ 1,615.47	\$ 1,653.33	\$ 1,692.09	\$ 1,725.91	\$ 1,760.40	\$ 1,795.62	\$ 1,831.50
10	\$ 1,427.44	\$ 1,461.69	\$ 1,496.77	\$ 1,532.66	\$ 1,569.44	\$ 1,607.06	\$ 1,645.64	\$ 1,685.11	\$ 1,725.50	\$ 1,766.91	\$ 1,802.23	\$ 1,838.27	\$ 1,875.00	\$ 1,912.52
11	\$ 1,477.56	\$ 1,514.86	\$ 1,553.13	\$ 1,592.32	\$ 1,632.54	\$ 1,673.72	\$ 1,715.99	\$ 1,759.35	\$ 1,803.69	\$ 1,849.21	\$ 1,896.18	\$ 1,923.85	\$ 1,962.36	\$ 2,001.60
12	\$ 1,543.07	\$ 1,582.38	\$ 1,622.60	\$ 1,663.91	\$ 1,706.23	\$ 1,749.56	\$ 1,794.05	\$ 1,839.69	\$ 1,886.46	\$ 1,934.44	\$ 1,973.09	\$ 2,012.57	\$ 2,052.78	\$ 2,093.81
13	\$ 1,629.97	\$ 1,671.52	\$ 1,714.14	\$ 1,757.85	\$ 1,802.66	\$ 1,848.59	\$ 1,895.73	\$ 1,944.02	\$ 1,993.63	\$ 2,044.40	\$ 2,085.35	\$ 2,127.00	\$ 2,169.52	\$ 2,212.90
14	\$ 1,698.12	\$ 1,746.41	\$ 1,796.23	\$ 1,847.46	\$ 1,900.05	\$ 1,954.25	\$ 2,009.92	\$ 2,067.22	\$ 2,126.16	\$ 2,186.77	\$ 2,230.46	\$ 2,275.07	\$ 2,320.52	\$ 2,366.92
15	\$ 1,783.74	\$ 1,836.29	\$ 1,890.36	\$ 1,946.00	\$ 2,003.26	\$ 2,062.16	\$ 2,122.85	\$ 2,185.36	\$ 2,249.71	\$ 2,315.99	\$ 2,382.28	\$ 2,409.54	\$ 2,457.72	\$ 2,506.92
16	\$ 1,880.24	\$ 1,937.53	\$ 1,996.48	\$ 2,057.24	\$ 2,119.85	\$ 2,184.38	\$ 2,250.78	\$ 2,319.37	\$ 2,389.95	\$ 2,462.67	\$ 2,511.93	\$ 2,562.13	\$ 2,613.37	\$ 2,665.59
17	\$ 1,993.63	\$ 2,053.20	\$ 2,114.49	\$ 2,177.75	\$ 2,242.79	\$ 2,309.85	\$ 2,378.88	\$ 2,449.99	\$ 2,523.22	\$ 2,598.62	\$ 2,650.55	\$ 2,703.55	\$ 2,757.60	\$ 2,812.75
18	\$ 2,089.01	\$ 2,152.44	\$ 2,217.82	\$ 2,285.14	\$ 2,354.55	\$ 2,426.09	\$ 2,499.77	\$ 2,575.61	\$ 2,653.89	\$ 2,734.45	\$ 2,789.19	\$ 2,844.86	\$ 2,901.76	\$ 2,959.80
19	\$ 2,197.14	\$ 2,264.59	\$ 2,334.08	\$ 2,405.81	\$ 2,479.64	\$ 2,555.76	\$ 2,634.20	\$ 2,715.10	\$ 2,798.47	\$ 2,884.38	\$ 2,942.09	\$ 3,000.88	\$ 3,060.91	\$ 3,122.08
20	\$ 2,315.16	\$ 2,384.90	\$ 2,456.65	\$ 2,530.63	\$ 2,606.79	\$ 2,685.25	\$ 2,766.07	\$ 2,849.32	\$ 2,935.06	\$ 3,023.40	\$ 3,083.84	\$ 3,145.54	\$ 3,208.40	\$ 3,272.58
21	\$ 2,422.86	\$ 2,496.94	\$ 2,573.22	\$ 2,651.86	\$ 2,732.93	\$ 2,816.44	\$ 2,902.55	\$ 2,991.33	\$ 3,082.77	\$ 3,176.97	\$ 3,240.52	\$ 3,305.31	\$ 3,371.39	\$ 3,438.75
22	\$ 2,543.10	\$ 2,621.35	\$ 2,702.00	\$ 2,785.18	\$ 2,870.90	\$ 2,959.28	\$ 3,050.35	\$ 3,144.24	\$ 3,241.05	\$ 3,340.76	\$ 3,407.61	\$ 3,475.74	\$ 3,545.25	\$ 3,616.11
23	\$ 2,673.30	\$ 2,753.88	\$ 2,836.88	\$ 2,922.39	\$ 3,010.45	\$ 3,101.15	\$ 3,194.67	\$ 3,290.94	\$ 3,390.05	\$ 3,492.29	\$ 3,562.13	\$ 3,633.30	\$ 3,705.95	\$ 3,780.06
24	\$ 2,794.21	\$ 2,878.62	\$ 2,965.53	\$ 3,055.16	\$ 3,147.42	\$ 3,242.46	\$ 3,340.44	\$ 3,441.37	\$ 3,545.31	\$ 3,652.45	\$ 3,725.50	\$ 3,799.96	\$ 3,875.94	\$ 3,953.40
25	\$ 2,915.03	\$ 3,003.71	\$ 3,095.00	\$ 3,189.00	\$ 3,286.06	\$ 3,385.93	\$ 3,488.90	\$ 3,594.92	\$ 3,704.24	\$ 3,816.88	\$ 3,893.19	\$ 3,971.08	\$ 4,050.44	\$ 4,131.45
26	\$ 3,022.70	\$ 3,115.10	\$ 3,210.29	\$ 3,308.50	\$ 3,409.60	\$ 3,513.88	\$ 3,621.19	\$ 3,731.94	\$ 3,845.94	\$ 3,963.55	\$ 4,042.79	\$ 4,123.67	\$ 4,206.09	\$ 4,290.18

Schedule of Salary Rates Effective July 4, 2021														
Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,144.34	\$ 1,165.21	\$ 1,186.41	\$ 1,208.02	\$ 1,230.00	\$ 1,252.46	\$ 1,275.24	\$ 1,298.45	\$ 1,322.14	\$ 1,346.26	\$ 1,373.11	\$ 1,400.58	\$ 1,428.58	\$ 1,457.15
02	\$ 1,166.99	\$ 1,187.83	\$ 1,209.09	\$ 1,230.74	\$ 1,252.68	\$ 1,275.13	\$ 1,297.99	\$ 1,321.19	\$ 1,344.86	\$ 1,368.84	\$ 1,396.22	\$ 1,424.15	\$ 1,452.57	\$ 1,481.64
03	\$ 1,186.07	\$ 1,209.53	\$ 1,233.49	\$ 1,257.88	\$ 1,282.78	\$ 1,308.26	\$ 1,334.14	\$ 1,360.58	\$ 1,387.51	\$ 1,415.04	\$ 1,443.30	\$ 1,472.20	\$ 1,501.58	\$ 1,531.61
04	\$ 1,219.38	\$ 1,242.97	\$ 1,266.91	\$ 1,291.37	\$ 1,316.37	\$ 1,341.70	\$ 1,367.65	\$ 1,394.02	\$ 1,420.97	\$ 1,448.36	\$ 1,477.32	\$ 1,506.87	\$ 1,536.98	\$ 1,567.69
05	\$ 1,240.42	\$ 1,265.91	\$ 1,291.87	\$ 1,318.43	\$ 1,345.45	\$ 1,373.08	\$ 1,401.33	\$ 1,430.09	\$ 1,459.50	\$ 1,489.40	\$ 1,519.16	\$ 1,549.54	\$ 1,580.51	\$ 1,612.09
06	\$ 1,266.53	\$ 1,311.85	\$ 1,337.90	\$ 1,364.27	\$ 1,391.28	\$ 1,418.75	\$ 1,446.80	\$ 1,475.39	\$ 1,504.56	\$ 1,534.28	\$ 1,564.97	\$ 1,596.25	\$ 1,628.16	\$ 1,660.71
07	\$ 1,318.59	\$ 1,346.45	\$ 1,374.76	\$ 1,403.84	\$ 1,433.46	\$ 1,463.72	\$ 1,494.68	\$ 1,526.19	\$ 1,558.39	\$ 1,591.28	\$ 1,623.13	\$ 1,655.59	\$ 1,688.68	\$ 1,722.43
08	\$ 1,349.67	\$ 1,379.72	\$ 1,410.42	\$ 1,441.80	\$ 1,473.92	\$ 1,506.75	\$ 1,540.36	\$ 1,574.66	\$ 1,609.72	\$ 1,645.59	\$ 1,678.45	\$ 1,712.06	\$ 1,746.30	\$ 1,781.21
09	\$ 1,401.33	\$ 1,434.17	\$ 1,467.72	\$ 1,502.08	\$ 1,537.29	\$ 1,573.30	\$ 1,610.13	\$ 1,647.78	\$ 1,686.40	\$ 1,725.93	\$ 1,760.43	\$ 1,795.61	\$ 1,831.53	\$ 1,868.13
10	\$ 1,455.99	\$ 1,490.92	\$ 1,526.71	\$ 1,563.31	\$ 1,600.83	\$ 1,639.20	\$ 1,678.55	\$ 1,718.81	\$ 1,760.01	\$ 1,802.25	\$ 1,838.27	\$ 1,875.04	\$ 1,912.50	\$ 1,950.77
11	\$ 1,507.11	\$ 1,545.16	\$ 1,584.19	\$ 1,624.17	\$ 1,665.19	\$ 1,707.19	\$ 1,750.31	\$ 1,794.54	\$ 1,839.76	\$ 1,886.19	\$ 1,923.90	\$ 1,962.33	\$ 2,001.61	\$ 2,041.63
12	\$ 1,573.93	\$ 1,614.03	\$ 1,655.05	\$ 1,697.19	\$ 1,740.35	\$ 1,784.55	\$ 1,829.93	\$ 1,876.48	\$ 1,924.19	\$ 1,973.13	\$ 2,012.55	\$ 2,052.82	\$ 2,093.84	\$ 2,135.69
13	\$ 1,662.57	\$ 1,704.95	\$ 1,748.42	\$ 1,793.01	\$ 1,838.71	\$ 1,885.56	\$ 1,933.64	\$ 1,982.90	\$ 2,033.50	\$ 2,085.29	\$ 2,127.06	\$ 2,169.54	\$ 2,212.91	\$ 2,257.16
14	\$ 1,732.08	\$ 1,781.34	\$ 1,832.15	\$ 1,884.41	\$ 1,938.05	\$ 1,993.34	\$ 2,050.12	\$ 2,108.56	\$ 2,168.68	\$ 2,230.51	\$ 2,275.07	\$ 2,320.57	\$ 2,366.93	\$ 2,414.26
15	\$ 1,819.41	\$ 1,873.02	\$ 1,928.17	\$ 1,984.92	\$ 2,043.33	\$ 2,103.40	\$ 2,165.31	\$ 2,229.07	\$ 2,294.70	\$ 2,362.31	\$ 2,409.53	\$ 2,457.73	\$ 2,506.87	\$ 2,557.06
16	\$ 1,917.84	\$ 1,976.28	\$ 2,036.41	\$ 2,098.38	\$ 2,162.25	\$ 2,228.07	\$ 2,295.80	\$ 2,365.76	\$ 2,437.75	\$ 2,511.92	\$ 2,562.17	\$ 2,613.37	\$ 2,665.64	\$ 2,718.90
17	\$ 2,033.50	\$ 2,094.26	\$ 2,156.78	\$ 2,221.31	\$ 2,287.65	\$ 2,356.05	\$ 2,426.46	\$ 2,498.99	\$ 2,573.68	\$ 2,650.59	\$ 2,703.56	\$ 2,757.62	\$ 2,812.75	\$ 2,869.01
18	\$ 2,130.79	\$ 2,195.49	\$ 2,262.18	\$ 2,330.84	\$ 2,401.64	\$ 2,474.61	\$ 2,549.77	\$ 2,627.12	\$ 2,706.97	\$ 2,789.14	\$ 2,844.97	\$ 2,901.76	\$ 2,959.80	\$ 3,019.00
19	\$ 2,241.08	\$ 2,309.88	\$ 2,380.76	\$ 2,453.93	\$ 2,529.23	\$ 2,606.88	\$ 2,686.88	\$ 2,769.40	\$ 2,854.44	\$ 2,942.07	\$ 3,000.93	\$ 3,060.90	\$ 3,122.13	\$ 3,184.52
20	\$ 2,361.46	\$ 2,432.60	\$ 2,505.78	\$ 2,581.24	\$ 2,658.93	\$ 2,738.96	\$ 2,821.39	\$ 2,906.31	\$ 2,993.76	\$ 3,083.87	\$ 3,145.52	\$ 3,208.45	\$ 3,272.57	\$ 3,338.03
21	\$ 2,471.32	\$ 2,546.88	\$ 2,624.66	\$ 2,704.90	\$ 2,787.59	\$ 2,872.77	\$ 2,960.60	\$ 3,051.16	\$ 3,144.43	\$ 3,240.51	\$ 3,305.33	\$ 3,371.42	\$ 3,438.82	\$ 3,507.53
22	\$ 2,593.96	\$ 2,673.78	\$ 2,756.04	\$ 2,840.88	\$ 2,928.32	\$ 3,018.47	\$ 3,111.36	\$ 3,207.12	\$ 3,305.87	\$ 3,407.58	\$ 3,475.76	\$ 3,545.25	\$ 3,616.16	\$ 3,688.43
23	\$ 2,726.77	\$ 2,808.96	\$ 2,893.62	\$ 2,980.84	\$ 3,070.66	\$ 3,163.17	\$ 3,258.56	\$ 3,356.76	\$ 3,457.85	\$ 3,562.14	\$ 3,633.37	\$ 3,705.97	\$ 3,780.07	\$ 3,855.66
24	\$ 2,850.09	\$ 2,936.19	\$ 3,024.84	\$ 3,116.26	\$ 3,210.37	\$ 3,307.31	\$ 3,407.25	\$ 3,510.20	\$ 3,616.22	\$ 3,725.50	\$ 3,800.01	\$ 3,875.96	\$ 3,953.46	\$ 4,032.47
25	\$ 2,973.33	\$ 3,063.78	\$ 3,156.90	\$ 3,252.78	\$ 3,351.78	\$ 3,453.65	\$ 3,558.68	\$ 3,666.82	\$ 3,778.32	\$ 3,893.22	\$ 3,971.05	\$ 4,050.50	\$ 4,131.45	\$ 4,214.08
26	\$ 3,083.15	\$ 3,177.40	\$ 3,274.50	\$ 3,374.67	\$ 3,477.79	\$ 3,584.16	\$ 3,693.61	\$ 3,806.58	\$ 3,922.86	\$ 4,042.82	\$ 4,123.65	\$ 4,206.14	\$ 4,290.21	\$ 4,375.98

Schedule of Salary Rates Effective July 3, 2022														
Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,167.23	\$ 1,188.51	\$ 1,210.14	\$ 1,232.18	\$ 1,254.60	\$ 1,277.51	\$ 1,300.74	\$ 1,324.42	\$ 1,348.58	\$ 1,373.19	\$ 1,400.57	\$ 1,428.59	\$ 1,457.15	\$ 1,486.29
02	\$ 1,190.33	\$ 1,211.59	\$ 1,233.27	\$ 1,255.35	\$ 1,277.73	\$ 1,300.63	\$ 1,323.95	\$ 1,347.61	\$ 1,371.76	\$ 1,396.22	\$ 1,424.14	\$ 1,452.63	\$ 1,481.62	\$ 1,511.27
03	\$ 1,209.79	\$ 1,233.72	\$ 1,258.16	\$ 1,283.04	\$ 1,308.44	\$ 1,334.43	\$ 1,360.82	\$ 1,387.79	\$ 1,415.26	\$ 1,443.34	\$ 1,472.17	\$ 1,501.64	\$ 1,531.61	\$ 1,562.24
04	\$ 1,243.77	\$ 1,267.83	\$ 1,292.25	\$ 1,317.20	\$ 1,342.70	\$ 1,368.53	\$ 1,395.00	\$ 1,421.90	\$ 1,449.39	\$ 1,477.33	\$ 1,506.87	\$ 1,537.01	\$ 1,567.72	\$ 1,599.04
05	\$ 1,265.23	\$ 1,291.23	\$ 1,317.71	\$ 1,344.80	\$ 1,372.36	\$ 1,400.54	\$ 1,429.36	\$ 1,458.69	\$ 1,488.69	\$ 1,519.19	\$ 1,549.54	\$ 1,580.53	\$ 1,612.12	\$ 1,644.33
06	\$ 1,312.26	\$ 1,338.09	\$ 1,364.66	\$ 1,391.56	\$ 1,419.11	\$ 1,447.13	\$ 1,475.74	\$ 1,504.90	\$ 1,534.65	\$ 1,564.97	\$ 1,596.27	\$ 1,628.18	\$ 1,660.72	\$ 1,693.92
07	\$ 1,344.96	\$ 1,373.38	\$ 1,402.26	\$ 1,431.92	\$ 1,462.13	\$ 1,492.99	\$ 1,524.57	\$ 1,556.71	\$ 1,589.56	\$ 1,623.11	\$ 1,655.59	\$ 1,688.70	\$ 1,722.45	\$ 1,756.88
08	\$ 1,376.66	\$ 1,407.31	\$ 1,438.63	\$ 1,470.64	\$ 1,503.40	\$ 1,536.89	\$ 1,571.17	\$ 1,606.15	\$ 1,641.91	\$ 1,678.50	\$ 1,712.02	\$ 1,746.30	\$ 1,781.23	\$ 1,816.83
09	\$ 1,429.36	\$ 1,462.85	\$ 1,497.07	\$ 1,532.12	\$ 1,568.04	\$ 1,604.77	\$ 1,642.33	\$ 1,680.74	\$ 1,720.13	\$ 1,760.45	\$ 1,795.64	\$ 1,831.52	\$ 1,868.16	\$ 1,905.49
10	\$ 1,485.11	\$ 1,520.74	\$ 1,557.24	\$ 1,594.58	\$ 1,632.85	\$ 1,671.98	\$ 1,712.12	\$ 1,753.19	\$ 1,795.21	\$ 1,838.30	\$ 1,875.04	\$ 1,912.54	\$ 1,950.75	\$ 1,989.79
11	\$ 1,537.25	\$ 1,576.06	\$ 1,615.87	\$ 1,656.65	\$ 1,698.49	\$ 1,741.33	\$ 1,785.32	\$ 1,830.43	\$ 1,876.56	\$ 1,923.91	\$ 1,962.38	\$ 2,001.58	\$ 2,041.64	\$ 2,082.46
12	\$ 1,605.41	\$ 1,646.31	\$ 1,688.15	\$ 1,731.13	\$ 1,775.16	\$ 1,820.24	\$ 1,866.53	\$ 1,914.01	\$ 1,962.67	\$ 2,012.59	\$ 2,052.80	\$ 2,093.88	\$ 2,135.72	\$ 2,178.40
13	\$ 1,695.82	\$ 1,739.05	\$ 1,783.39	\$ 1,828.87	\$ 1,875.48	\$ 1,923.27	\$ 1,972.31	\$ 2,022.56	\$ 2,074.17	\$ 2,127.00	\$ 2,169.60	\$ 2,212.93	\$ 2,257.17	\$ 2,302.30
14	\$ 1,766.72	\$ 1,816.97	\$ 1,868.79	\$ 1,922.10	\$ 1,976.81	\$ 2,033.21	\$ 2,091.12	\$ 2,150.73	\$ 2,212.05	\$ 2,275.12	\$ 2,320.57	\$ 2,366.98	\$ 2,414.27	\$ 2,462.55
15	\$ 1,855.80	\$ 1,910.48	\$ 1,966.73	\$ 2,024.62	\$ 2,084.20	\$ 2,145.47	\$ 2,208.62	\$ 2,273.65	\$ 2,340.59	\$ 2,409.56	\$ 2,457.72	\$ 2,506.88	\$ 2,557.01	\$ 2,608.20
16	\$ 1,956.20	\$ 2,015.81	\$ 2,077.14	\$ 2,140.35	\$ 2,205.50	\$ 2,272.63	\$ 2,341.72	\$ 2,413.08	\$ 2,486.51	\$ 2,562.16	\$ 2,613.41	\$ 2,665.64	\$ 2,718.95	\$ 2,773.28
17	\$ 2,074.17	\$ 2,136.15	\$ 2,199.92	\$ 2,265.74	\$ 2,333.40	\$ 2,403.17	\$ 2,474.99	\$ 2,548.97	\$ 2,625.15	\$ 2,703.60	\$ 2,757.63	\$ 2,812.77	\$ 2,869.01	\$ 2,926.39
18	\$ 2,173.41	\$ 2,239.40	\$ 2,307.42	\$ 2,377.46	\$ 2,449.67	\$ 2,524.10	\$ 2,600.77	\$ 2,679.66	\$ 2,761.11	\$ 2,844.92	\$ 2,901.87	\$ 2,959.80	\$ 3,019.00	\$ 3,079.38
19	\$ 2,285.90	\$ 2,356.08	\$ 2,428.38	\$ 2,503.01	\$ 2,579.81	\$ 2,659.02	\$ 2,740.62	\$ 2,824.79	\$ 2,911.53	\$ 3,000.91	\$ 3,060.95	\$ 3,122.12	\$ 3,184.57	\$ 3,248.21
20	\$ 2,408.69	\$ 2,481.25	\$ 2,555.90	\$ 2,632.86	\$ 2,712.11	\$ 2,793.74	\$ 2,877.82	\$ 2,964.44	\$ 3,053.64	\$ 3,145.55	\$ 3,208.43	\$ 3,272.62	\$ 3,338.02	\$ 3,404.79
21	\$ 2,520.75	\$ 2,597.82	\$ 2,677.17	\$ 2,759.00	\$ 2,843.34	\$ 2,930.23	\$ 3,019.81	\$ 3,112.18	\$ 3,207.32	\$ 3,305.32	\$ 3,371.44	\$ 3,438.05	\$ 3,507.60	\$ 3,577.68
22	\$ 2,645.84	\$ 2,727.26	\$ 2,811.16	\$ 2,897.70	\$ 2,986.89	\$ 3,078.84	\$ 3,173.59	\$ 3,271.26	\$ 3,371.99	\$ 3,475.73	\$ 3,545.28	\$ 3,616.16	\$ 3,688.48	\$ 3,762.20
23	\$ 2,781.31	\$ 2,865.14	\$ 2,951.49	\$ 3,040.46	\$ 3,132.07	\$ 3,226.43	\$ 3,323.73	\$ 3,423.90	\$ 3,527.01	\$ 3,633.38	\$ 3,706.04	\$ 3,780.09	\$ 3,855.67	\$ 3,932.77
24	\$ 2,907.09	\$ 2,994.91	\$ 3,085.34	\$ 3,178.59	\$ 3,274.58	\$ 3,373.46	\$ 3,475.40	\$ 3,580.40	\$ 3,688.54	\$ 3,800.01	\$ 3,876.01	\$ 3,953.48	\$ 4,032.53	\$ 4,113.12
25	\$ 3,032.80	\$ 3,125.06	\$ 3,220.04	\$ 3,317.84	\$ 3,418.82	\$ 3,522.72	\$ 3,629.85	\$ 3,740.16	\$ 3,853.89	\$ 3,971.08	\$ 4,050.47	\$ 4,131.51	\$ 4,214.08	\$ 4,298.36
26	\$ 3,144.81	\$ 3,240.95	\$ 3,339.99	\$ 3,442.16	\$ 3,547.35	\$ 3,655.84	\$ 3,767.48	\$ 3,882.71	\$ 4,001.32	\$ 4,123.68	\$ 4,206.12	\$ 4,290.26	\$ 4,376.01	\$ 4,463.50