

**Agreement between  
the Board of Trustees of the University of Massachusetts and  
the Professional Staff Union/MTA/NEA**

**July 1, 2017 - June 30, 2020**

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#### **Appendix C: BOT policies**

- **T16-040: Non-Discrimination and Harassment and Administrative Standards (9/21/2016)**
- **T96-136: Principles of Employee Conduct (12/4/1996)**

#### **Appendix D: Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984)**

## **PREAMBLE**

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts on behalf of the University of Massachusetts ("Employer/University Administration") and the Professional Staff Union/Massachusetts Teachers Association/National Education Association ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated there under, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the creation of an environment where supervisors and employees treat each other with dignity, respect, and civility; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, efficient and effective standards of productivity and performance, hours and other terms and conditions of employment, thus contributing to the continual development of an educational institution of highest quality.

## **ARTICLE 1: RECOGNITION**

### **Section 1.1**

The Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for full-time and regular part-time non-academic professional staff bargaining unit members employed at the Boston and Amherst campuses of the University. The unit includes the following state job titles: Staff Administrator; Staff Associate; Staff Assistant; Extension Specialist; Professional Technician I, II and III; Construction Maintenance Engineer; Lecturer A (non- academic); Academic Coordinator; Academic Coordinator A; Research Engineer; Psychological Counselor; Principal Psychologist; Assistant Director of Procurement; Athletic Trainer; Assistant Director of Guidance and Counseling; Director of Sports Publicity; Registrar; Associate Dean of Admissions; Superintendent of Building and Grounds; Editor; Assistant Dean of Students.

The unit shall exclude all academic professionals, faculty members, librarians I-V, all classified employees, all managerial employees, all professional employees employed in a confidential capacity, all casual and temporary employees and all other employees. All professional staff employees in the following state job titles are specifically excluded from the unit: Chancellor; Associate Chancellor; Assistant Chancellor; Vice Chancellor; Associate Vice Chancellor; Assistant Vice Chancellor; Provost; Associate Provost; Assistant Provost; Dean; Associate Dean; Assistant Dean; Dean of Students; Controller; Chief Project Engineer; Director of Campus Center; Director of Research Computing Center; Research Fellow; Senior Research Fellow; Director of Security; Director of Athletics; Senior Staff Physician; Staff Physician; all Medical Doctors, including Doctors of Medicine, Dentistry and Optometry; Orthopedic Surgeon; Supervising Physiotherapist; Head Coach; Assistant Coach; Post Doctoral Research Associate; Post Doctoral Research Fellow; Senior Post



Doctoral Research Associate; Senior Post Doctoral Research Fellow; Director of Procurement; Bursar; Director of Admissions at Boston (Director of Admissions at Amherst when the incumbent vacates the position); Associate Director of Athletics (Amherst); Director, Office of Sponsored Projects (Boston).

All professional staff employees assigned to the following areas reporting to the President's Office are specifically excluded from the unit: University Controller's Office; University Treasurer's Office; The Maurice Donahue Institute for Governmental Services; Internal Audit Department; Institute for Labor Affairs; Data Processing Center.

The professional staff positions set forth in Exhibit A (Amherst Campus) and Exhibit B (Boston Campus) of MLRC Case No. SCR-2198 are excluded from the unit, as well as those positions listed in the Stipulation and Agreement executed on September 13, 1989 and the Stipulation and Agreement executed on March 16, 1990.

### **Section 1.2**

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

### **Section 1.3**

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

## **ARTICLE 2: UNION RIGHTS**

### **Section 2.1 Union Representatives**

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

### **Section 2.2 Union Stewards and Grievances**

Union Stewards shall have reasonable time off without loss of wages, benefits or privileges for the investigation and processing of grievances and arbitrations. **Subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.**

Grievants shall be permitted to have time off without loss of wages, benefits and other privileges for processing their grievances through the contractual grievance procedure.

Witnesses called by the Union to testify at a Step 3 hearing or in an arbitration proceeding (Step 4) may be granted time off without loss of wages, benefits and other privileges.

Requests for time off shall not be unreasonably denied.

### **Section 2.3 Union Business**

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

- a. Release time must be requested by the President of the Amherst or Boston Chapter, by the Grievance Secretary of the Boston or Amherst Chapter, or by the Field Representative or other official of PSU/MTA/NEA. Requests must indicate the names of the employee (s), the date and times requested, and the purpose for which the time will be used.
- b. Requests for release time will require the prior approval of the employee's supervisor. Requests for release time must be made three days in advance, **or as soon as practicable**. Such requests shall not be unreasonably denied **and, subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations**.
- c. The total amount of release time available to the Amherst portion of the bargaining unit is 106 days per calendar year. The total amount of release time available to the Boston portion of the bargaining unit is 50 days per calendar year. Such days may not be banked from one calendar year to the next.
- d. **Additional release time in the amount of 100 days for Amherst and 50 days for Boston shall be available for officers of each campus to use in the execution of their duties. Individuals shall be designated in writing to Labor Relations. A commensurate workload reduction shall be granted for use of this time.**
- e. **Any member of the bargaining unit who is granted release time pursuant to this section shall record the time as Paid Union Time (PUT).**

### **Section 2.4 Union Provision of Steward List**

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

### **Section 2.5 Unpaid Union Leave of Absence**

Upon request of the Union, submitted at least sixty (60) days in advance, a bargaining unit member may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the supervisor is required for all such leaves of absence or

extensions thereof. Such requests shall not be unreasonably denied.

### **Section 2.6 Use of Premises**

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

### **Section 2.7 Campus Mail**

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

### **Section 2.8 Bulletin Boards**

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

### **Section 2.9 Employer Provision of Information**

A. The Employer/University Administration shall furnish the Union with the following information in electronic form:

1. upon execution of this Agreement and on **every month after**, a list of all bargaining unit members, with their classification titles, **grades**, rates of pay, **hours per week and FTE, dates of hire and union dates, FLSA status**, department or program, **funding source or grant or contract, Executive Area, gender, race, as well as their worksite email and mail drop, home address, personal email, and home/work/cell phone numbers**;
2. on a monthly basis a list of all bargaining unit members going to or returning from a non-bargaining unit position, together with the department in which they work, **job title, grade, FTE, start date, rehire date, and date of the action**;
3. on a monthly basis, a list of employees being promoted within or into the bargaining unit, together with the department to which they've been promoted, their new title, grade, FTE, standard hours per week, compensation rates, effective date of the promotion, and action date;
4. on a monthly basis a list of all new employees in the bargaining unit and their date of employment and classification, together with the department in which they work, **job title, grade, FTE, start date and action date, as well as their worksite email and mail drop, home address, personal email, and home/work/cell phone numbers**;
5. on a monthly basis a list of all bargaining unit members who have been terminated, **together with their department, job title, FTE, termination date, action date, and pay status**;
6. a list of bargaining unit employees who withdrew check off authorizations within two (2) months of such withdrawal.
7. on a monthly basis a list of all bargaining unit employees on dues deduction and who are off payroll for any reason the week of deduction;

8. on a bi-annual basis a copy of that portion of the EEO-6 Form that covers bargaining unit members.

B. In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement.

### **Section 2.10 Union Orientation**

Where the Employer/University Administration provides an orientation program for new employees, **one 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.

### **Section 2.11 Information on the Board of Trustees**

A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (10) working days in advance of said meeting.

### **Section 2.12 Office Space**

The Employer/University Administration will provide separate office space for the Union's exclusive use at both the Amherst and Boston campuses of the University. The offices shall be equipped with a desk and desk chair. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services.

### **Section 2.13 Non-Discrimination**

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

### **Section 2.14 Contract Bargaining Team Release Time**

**Recognizing that bargaining schedules vary from start to finish, members elected to the Contract Bargaining Team will be granted release time for the duration of bargaining. Subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.**

## **ARTICLE 3: UNION SECURITY**

### **Section 3.1**

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

behalf of each bargaining unit member.

### **Section 3.2**

A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. **Electronic forms with electronic signatures shall be accepted by the Employer/University Administration.** A bargaining unit member may withdraw his/her Union dues check-off authorization by giving at least sixty (60) calendar day's notice in writing to the Campus Human Resources Office and the Treasurer of the Union. **The Employer/University Administration shall forward any such notice to the Union President within five (5) days of receipt.**

### **Section 3.3**

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

### **Section 3.4**

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

### **Section 3.5**

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

### **Section 3.6**

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

### **Section 3.7**

An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the employee. An employee may withdraw

his/her political education fund fee authorization by giving at least sixty (60) days notice in writing.

The Employer/University Administration shall deduct such political education fund fee from the pay of the employees who request such deduction and shall monthly transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

### **Section 3.8**

**Since the home addresses, personal email addresses, and personal telephone numbers of members of the bargaining unit are exempt from the public disclosure requirements of the Public Records Laws, G.L. c. 4, 7(26)(o), in response to any such requests, except as required by law, the Employer shall not disclose to any person, business, organization or other entity other than as explicitly authorized in that subsection of the law. Whenever the Employer is compelled to provide any information to a third party concerning the identities of bargaining unit members and/or union affiliation, within five (5) days of the request the Employer shall notify the Union and shall provide the identity of the requestor and a description of the information to be provided.**

## **ARTICLE 4: ~~AGENCY SERVICE FEE~~ – ARTICLE DELETED**

## **ARTICLE 5: MANAGEMENT RIGHTS**

### **Section 5.1**

Except as otherwise specifically and expressly modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration. Further, the Union agrees that, subject to the terms of the Agreement, the management of the University's activities and the direction of the staff, including but not limited to the establishment of reasonable working rules and reasonable work schedules, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, and to discipline or discharge employees for just cause, are vested exclusively in the Employer when not in conflict with other provisions of the Agreement.

### **Section 5.2**

Service to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer/University Administration and the Union. The provision of such service is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

## **ARTICLE 6: AFFIRMATIVE ACTION/NON-DISCRIMINATION/SEXUAL HARASSMENT**

### **Section 6.1 Affirmative Action**

The Union and the Employer/University Administration agree that when the effects of

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

### **Section 6.2 Union Policy of Non-Discrimination**

The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, **gender identity or expression**, age, **marital status**, **political belief or affiliation**, **membership or non-membership in any organization**, veteran status, sexual orientation, or mental or physical **disability**.

### **Section 6.3 Board of Trustees Policies**

**The following Board of Trustees Policies and Administrative Standards are incorporated and attached as Appendix C:**

- **T16-040: Non-Discrimination and Harassment and Administrative Standards (9/21/2016)**
- **T96-136: Principles of Employee Conduct (12/4/1996)**

**Whenever the University proposes to amend the above-listed Policy or Administrative Standards, it shall notify the Union and discuss any such proposed amendment. If the parties agree to such proposed amendment, this Agreement shall be re-opened to incorporate the changes. If the parties do not agree to such proposed amendment, the dated, listed version of the Policy and Standards shall remain in full force and effect, notwithstanding any amendment that may be adopted or approved by Board of Trustees. If such change is required by law, law will prevail.**

### **Section 6.4**

This Article shall be grievable to Step 3, Article 7.

**A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.**

### **Section 6.5 Grievances Concerning Employee Conduct**

#### **A. Filing of Grievance/Complaint with Human Resources**

**Disputes concerning the application of the Principles of Employee Conduct are subject to the grievance procedure outlined in Article 7, provided that any grievance initiated under the policy shall be filed immediately at Step 2 and that, prior to any hearing, the matter shall be referred to the Division/Department of Human Resources. Within thirty (30) days of the receipt of the grievance, Human Resources will determine whether it is**

**appropriate to attempt to resolve the dispute informally. If Human Resources cannot resolve the matter informally, then it shall conduct a formal investigation into the allegations and determine if an employee has violated this policy.**

#### **B. Informal Resolution**

**If Human Resources determines that it is appropriate to attempt to resolve the dispute informally, then it has sixty (60) days to attempt to reach a conclusion that is acceptable to the complainant, the respondent and Human Resources. Upon the request of a bargaining unit member who is either the complainant or respondent, a union representative shall be included in the attempt to resolve the dispute. Resolutions may include: continued informal facilitation or mediation; formal facilitation or mediation with use of an outside facilitator or mediator; required supervisory or other training; mandatory training for the employee(s) involved in the violation of these Principles; transfer of the employee(s) involved pursuant to Article 14.7; or other appropriate action.**

**The informal dispute resolution process can only be extended beyond sixty (60) days with the agreement of Human Resources and the complainant.**

**If the parties cannot reach an informal resolution within sixty (60) days then Human Resources will initiate a formal investigation.**

#### **C. Formal Investigation**

**During the investigation, a union representative shall be present at any investigatory meeting when so requested by a bargaining unit member.**

**HR will complete the investigation and issue findings within 120 days of its initiation.**

**A summary of the investigator's findings will be shared with the complainant and the respondent. The complainant, at his/her discretion, may share the summary of findings with his/her union representative. If Human Resources determines the respondent did violate T96-136, then the summary of the findings will also be shared with the respondent's supervisor and/or Department Head.**

#### **D. Ability to Grieve**

**If, following the completion of the investigation process, the matter is not resolved to the complainant's and union's satisfaction, the grievance may proceed under the grievance procedure as provided for in Article 7, provided that such grievance shall not be subject to the Step 4 arbitration procedure contained in Article 7.**

#### **E. Amherst Policy**

**The parties acknowledge that the Amherst campus has implemented an administrative process entitled RESPONDING TO WORKPLACE BULLYING (which is not incorporated herein by reference or otherwise). A grievance filed regarding an alleged violation of this provision of the contract may be unilaterally placed on hold by the union, with written**



notice to the employer, pending the completion of the process described above.

## **ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 7.1 Definition**

A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement by the Employer/University Administration.

### **Section 7.2 Intent**

It is the declared objective of the Employer and the Union to encourage the prompt resolution of grievances either by informal or formal procedures. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision. The parties recognize that the purpose of this procedure is the resolution of grievances through voluntary agreements, when possible. All settlement discussions or offers of settlement in the grievance procedure shall not be admissible for purposes of arbitration. Written documents prepared by either party in the grievance process shall be considered part of the record for purposes of arbitration.

### **Section 7.3 Time Limits**

All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by written mutual agreement. A time limit that expires on a weekend day or on a holiday shall result in the time limit being automatically extended to the next day following the end of the weekend or the holiday.

Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and or the Union may take said grievance to the next level of the grievance procedure. Failure of the Union and/or grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

### **Section 7.4 Eligibility**

During the probationary period a bargaining unit member shall not have recourse to this Grievance and Arbitration Procedure to contest discipline or discharge.

### **Section 7.5 Procedure for Filing a Grievance**

#### **Step 1: Informal Step - Immediate Supervisor**

When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (immediate non-unit supervisor) who has the authority to resolve the matter. The Employer/University Administration may have its Contract Administrator participate at

the informal step discussions. However, if the Contract Administrator participates at this level, he/she may not be appointed as a "designee" at another level of the grievance procedure. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of the Union and Employer/University Administration.

Any settlement reached during the informal step of the grievance process shall not be binding until it is reduced to writing and signed by the Union and the Employer/University Administration. Informal settlements reached at this step shall be without prejudice or precedent with regard to any other matters between the Union and the Employer/University Administration. No settlement offer or attempt at resolution made during this step shall be referred to or disclosed by any party at any subsequent stage of the grievance or arbitration procedure.

### **Formal Procedure**

To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the provision(s) of this Agreement violated and the remedy requested.

### **Step 2: Vice-Chancellor/Chancellor**

The grievant(s) and/or the Union shall file the grievance at Step 2, the Vice-Chancellor's/Chancellor's level, by presenting it to the Employer/University Administration's Campus Contract Administrator or designee within sixty (60) calendar days of the action or inaction giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or Union learned or should have learned of such action or inaction. The Employer/University Administration shall make the determination whether Step 2 shall be heard by the Vice Chancellor or Chancellor. However, in no case shall a particular grievance be heard by both the Vice Chancellor and Chancellor. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the action or inaction giving rise to the grievance, whichever is later, but in any event no later than fourteen (14) calendar months from the date of the action or inaction.

The grievant(s) and/or the Union and the Vice Chancellor/Chancellor or designee shall meet and discuss the grievance within twenty (20) calendar days after such filing. The Vice Chancellor/Chancellor or designee shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within thirty (30) calendar days from the date on which the grievance was filed at Step 2.

### **Step 3: President**

A grievance is submitted to Step 3 by presenting it to the President or designee when the grievant(s) and/or Union are not satisfied with the decision at Step 2. The grievance shall be filed at Step 3, in writing, within ten (10) calendar days after the written decision of the Vice Chancellor/Chancellor or designee is received, or is due. Grievances presented initially at Step 3 must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the action or inaction giving rise to the grievance or within

sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such action or inaction, whichever is later. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the action or inaction giving rise to the grievance, whichever is later, but in any event no later than fourteen (14) calendar months after the action or inaction.

The grievant(s) and/or Union and the President or designee shall meet and discuss the grievance within twenty (20) calendar days after such filing. The President or designee shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within thirty (30) calendar days from the date on which the grievance was filed at Step 3.

### **Alternate Step 3: Grievance Mediation**

By mutual agreement, the parties may utilize mediation as an alternative to Step Three of the grievance process. When such mediation is agreed to, the Step Three process described above shall be waived. Grievance mediation must be jointly agreed to by the parties prior to the onset of a hearing under the Step Three process above. A mediator, jointly agreed to by the parties, shall be selected to mediate the matter. Such mediation shall begin within sixty days of the joint request for mediation. The case shall be resolved within ninety days of the joint request for mediation, unless both parties agree to an extension in writing. At the conclusion of the ninety day period or extension, the Union shall have ten days to file for arbitration.

By mutual agreement, the parties may agree to mediation at an earlier stage in the grievance process, provided, however, that in these instances, if the case is not resolved in mediation the grievance will return to the grievance process.

### **Step 4: Arbitration**

If the grievance is not resolved to the satisfaction of the Union at Step 3, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Step 3 or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the Union and the Employer/University Administration shall **either** select the arbitrator whose name next follows the name last selected from a panel of arbitrators mutually established by the Union and the Employer/University Administration, **or by mutual agreement seek a DLR arbitrator**. If the arbitrator so selected is unable or unwilling to serve as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the Union and the Employer/University Administration, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on the list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to served in accordance with these procedures.

This panel consists of:

Gary Altman  
Richard Boulanger  
Diane Cochran  
Roberta Golick  
Ann Gosline  
Michael Ryan

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

1. a copy of this Agreement;
2. a copy of the written notice, sent to the Employer/University Administration of the Union's intention to initiate arbitration; and
3. a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived in writing by the Union and the Employer/University Administration, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinions and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement.

The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the Union and the Employer/University Administration.

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

The following expedited arbitration process may be used to resolve grievances at the Step 4 level:

1. Consistent with time limits described elsewhere in this Article, the Union may request a hearing before a Tripartite panel to consist of one Neutral who should be a trained arbitrator mutually agreeable to the parties, one person designated by the Union, and one person designated by the University administration. The Tripartite session may be held following the conclusion of Step Three. While only the Union may request expedited arbitration, nothing shall prohibit the University administration from suggesting that a particular case might be appropriate for this process.

2. The Union's request for a Tripartite hearing shall be sent to the University President or designee on a form which also contains a waiver signed by the grievant which states that he/she understands the panel's decision is final and binding and that he/she waives any right to file for arbitration. The University administration shall review the Union's request for a Tripartite hearing and shall notify the Union within twenty days whether it agrees to the request.
3. Termination cases shall be excluded from consideration under this process.
4. Any materials which the parties may wish to submit for consideration by the Tripartite Panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.
5. At the hearing, the Union and the University administration may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.
6. The Neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The Neutral may not compel a settlement. Both parties shall have present at the hearing a decision-making authority in the event a settlement is proposed.
7. The Tripartite Panel shall rule on the grievance by majority vote. Deliberations of the Panel are limited to thirty (30) minutes per case. All decisions of the Tripartite Panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual Panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the University administration the day following the hearing unless otherwise agreed to by the parties.
8. Fees charged by the elected Neutral shall be paid equally by the Union and the University administration.
9. The Unit-wide Labor/Management Committee shall regularly review the program and make any minor modifications deemed necessary.

### **Section 7.6 Collateral Consequences of a Grievance**

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority, whether disciplinary or otherwise, for having processed such grievance.

No reprisals of any kind shall be taken by either the Union or the Employer/University

Administration against any unit member(s) initiating or participating in a grievance.

### **Section 7.7**

Grievances that involve unit-wide issues, or that are class action grievances or that are grievances filed against the Chancellor shall be filed directly at Step 3, the President's level.

### **Section 7.8**

No party shall have any person(s) present at any of the grievance hearings (except for Step 4, the Arbitration level) who is there specifically to act as legal counsel.

## **ARTICLE 8: DISCIPLINE AND DISCHARGE**

### **Section 8.1**

No employee shall be disciplined or discharged except for just cause.

### **Section 8.2**

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. However, in some serious circumstances, where acts or omissions of a bargaining unit member have resulted, or will result, in serious harm to the institution, or members of the campus community, severe sanctions may be imposed in the first instance.

### **Section 8.3**

In the event of discharge of an employee, the Employer/University Administration shall notify the Union Campus Chair within two (2) working days of such action being taken.

### **Section 8.4**

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

## **ARTICLE 9: PERSONNEL FILES**

### **Section 9.1**

The Employer/University Administration shall maintain one official personnel file for each member of the bargaining unit.

### **Section 9.2**

A bargaining unit member shall have the right to inspect his/her personnel file during regular business hours upon advance request, and shall have the right to copy materials at his/her expense. The Union shall have access to inspect a bargaining unit member's personnel file, and to copy materials at Union expense, during regular business hours upon advance request and upon prior written authorization of such bargaining unit member. The file shall be inspected by the bargaining unit member or the Union in the presence of a Human Resources representative.

The right to inspect and copy the contents of the personnel file shall extend to all materials in the file with the sole exception of letters of recommendation to which the individual has waived access at some point and which are therefore treated as confidential in nature. Prior to inspection of the file, these confidential letters of recommendation shall be removed temporarily from the file in the presence of the bargaining unit member, or the Union.

### **Section 9.3**

The Union agrees to indemnify and hold the Employer/University Administration and its officials, agents, representatives and employees harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.

### **Section 9.4**

The bargaining unit member may challenge the accuracy or propriety of any material contained in his/her file by filing a written statement in the personnel file. If the Employer/University Administration and an employee agree that certain factual information in his/her personnel file is inaccurate, such information shall be corrected or expunged.

### **Section 9.5**

It shall be the responsibility of each bargaining unit member to inform the campus Human Resources Office of any change in: name; address; dependents; beneficiary, or marital status. The University will notify bargaining unit members if it requires any additional information in order to determine benefit eligibility.

### **Section 9.6**

A copy of any item that comes into the campus Human Resources Office for an individual's official personnel file and which does not indicate that a copy was provided to the bargaining unit member or contain the bargaining unit member's signature will be sent to the bargaining unit member.

### **Section 9.7**

Upon request of the employee, negative material shall be removed from the employee's Personnel File unless the Contract 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 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 two 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 unreasonable. 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 suspensions are considered negative material under the terms of this Section.

### **Section 9.8**

The University's current Fair Information Reporting Practices are incorporated into this agreement.

## **ARTICLE 10: PROFESSIONAL RECOGNITION**

### **Section 10.1**

Bargaining unit members whose duties include teaching and research assignments shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish these assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints.

### **Section 10.2**

Bargaining unit members shall receive appropriate credit for their work during their annual evaluation, but it is the bargaining unit member's responsibility to ensure that the supervisor is aware of the work that the member has done during the period under review. In addition, bargaining unit members shall receive appropriate acknowledgement of their projects or contributions to projects in such instances in which acknowledgement is customarily and publicly given by the University. Service to the Union shall count explicitly as University service.

### **Section 10.3**

This article shall be grievable to Step 2, the Vice-Chancellor/Chancellor's level of the Grievance and Arbitration Procedure, Article 7.

## **ARTICLE 11: WORKING CONDITIONS**

### **Section 11.1 Accounting of Sources and Funds**

The Employer/University Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding.

### **Section 11.2 Support Services**

Subject to the availability of funds, the Employer/University Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

### **Section 11.3 Workloads**

Recognizing departmental budgetary constraints and needs, and that workloads may vary from department to department and from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members.

An excessive balance of accrued compensatory time over an extended period may be an



indication of an **excessive workload**. **The following conditions are likely indicators of an excessive workload:**

- **Unless the parties have otherwise agreed, the need for work hours each week is both in excess of the bargaining unit member's regular work week, and it persists for more than two months;**
- **The compensatory time balance accrued is greater than one regular work week of that bargaining unit member for a four-month period;**
- **Compensatory time expiring is greater than one day.**

**Deadlines and goals must be reasonable and attainable by a satisfactorily-performing bargaining unit member using currently available resources during a regular workweek as per Article 18.1. A lack of compensatory time earned shall not be deemed an indication of a reasonable workload.**

#### **Section 11.4 Work Space and Equipment**

The Employer/University Administration shall provide adequate work space and equipment in order for bargaining unit members to perform their jobs. This section shall be grievable to Step 3, The President's Level, of the Grievance and Arbitration Procedure, Article 7.

### **ARTICLE 12: SENIORITY**

#### **Section 12.1**

Seniority shall be defined as continuous employment since the last date of hire or rehire by the University. Non-student 03 service shall, upon request of the bargaining unit member to the Campus Director of Human Resources, be included in calculating seniority.

#### **Section 12.2**

One full year of seniority shall be earned and shall continue to be earned by a bargaining unit member who regularly works(ed) at least half time at the University for a twelve month or 43 week period. This includes time worked in professional, classified, part-time, full-time, 01, and 03/CC positions.

#### **Section 12.3**

Continuity of service shall not be affected by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken during an individual's period of recall, but seniority shall not accrue during the layoff period.

#### **Section 12.4**

A bargaining unit member who has been employed by the University for at least one (1) year, who terminates his or her employment but returns to University service within one (1) year, shall retain all of his/her University seniority after having completed an additional year of service upon his/her return.

## **Section 12.5**

Four (4) Union officers, to be designated by the Union, shall have super-seniority in the event of a layoff for the purpose of providing continuity in the administration of this Agreement. The Union shall notify the Employer/University Administration, in writing, of the names of the officers who will be eligible for super-seniority.

## **ARTICLE 13: LAYOFFS**

### **Section 13.1 Preface**

The parties recognize that promoting racial and cultural diversity within the University community enhances the University and is consistent with its mission as an institution of higher learning. The parties also recognize that all employees have the equal right to be free from discrimination based upon race, national origin, sex, sexual orientation, age, religion, veteran status or handicap. The parties further agree that a layoff shall be implemented consistent with and in consideration of all appropriate state and federal statutes prohibiting discrimination.

If the University determines that a layoff could be avoided by reducing a position's percent of time or the number of weeks of guaranteed employment, the University may offer such a restructured position as a voluntary option to the affected person prior to invoking the terms of this article. The University must notify the Union prior to any discussion with the affected person, and a Union representative must have the opportunity to be present when the option is presented to the affected employee. The employee will have five (5) working days to respond to such an offer. If the employee rejects such an offer and is subsequently laid off, all other sections of this article will apply.

### **Section 13.2 Definition**

A. Layoffs shall be defined as follows:

1. Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.
2. A grant-funded bargaining unit member's functional job or position is terminated due to a lack of funds or lack of work.
3. A state-funded or trust-funded bargaining unit member explicitly hired for a specific project, with a specified duration, as per Section 14.6, completes that stipulated project.

**B. Bargaining unit members laid off in accordance with Section 13.2, A.2 shall not have Bumping (13.6) rights under this Article. Bargaining unit members laid off in accordance with Section 13.2, A.3 shall not have Bumping (13.6) or Consultation Period (13.3) rights under this Article.** Such members will be covered by the remaining provisions of Article 13 of this Agreement.

C. No bargaining unit member shall be laid off in an arbitrary or capricious manner.

### **Section 13.3 Layoff Notices and Consultation**

A. The Employer/University Administration retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off.

B. If the Employer/University Administration determines that layoff(s) is necessary because of lack of funds or lack of work, the Employer/University Administration shall notify the Union in writing of the reasons for the layoff(s) and the area(s) affected by the layoffs. At this time the Employer/University Administration will also issue individual layoff notices to the affected employee(s). The layoff notice shall consist of a written letter addressed to the affected employee and, where the employee is eligible and where such a list is available, the bumping list as described in Section 13.6.B.1. The letter shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The letter shall state the reason for the layoff and also state that the layoff is not related to the bargaining unit member's performance. If the bumping list is not available at the time of notice, it will be provided within ten (10) working days.

The Employer/University Administration will provide a minimum of fifteen (15) calendar days, with extensions possible by mutual agreement, for consultation with the Union unless the Employer/University Administration's determination of the need for a layoff is due to a condition beyond the control of the Employer/University Administration. During this period, if it so requests, the Union, with a committee no larger than three members, is entitled to meet with the Employer/University Administration to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the Union's request, the University will supply available statistical and financial data relevant to the layoffs.

C. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall proceed with the layoffs.

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

### **Section 13.4 Notice Period**

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

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

### Section 13.5 Order of Layoffs

A. Within departments/programs in which layoffs take place, temporary **(CC/03)** employees **performing bargaining unit work** shall be terminated before any bargaining unit members are laid off.

B. If the Employer/University Administration decides to reduce in number, within a department/program, state and/or trust-funded positions whose essential job duties and functions **as outlined in the position description** are, in the judgment of the supervisor, **substantially similar**, seniority shall prevail in determining the bargaining unit member or members who shall remain.

If the funding source for a grant or contract cuts back funding or funding within a grant or contract is otherwise reduced and the Employer/University Administration decides that layoffs are necessary to reduce in number positions whose essential job duties and functions **as outlined in the position description** are, in the judgment of the supervisor, **substantially similar**, seniority shall prevail in determining the bargaining unit member or members who shall remain.

### Section 13.6 Bumping

A. A bargaining unit member **who is targeted for layoff**, with five (5) or more years of service **as of the layoff date**, shall be entitled to the option of bumping under Section 13.6, B below to a vacant and available position or to a position which is occupied by a bargaining unit member who has less than **five (5)** years' seniority **as of the layoff date** and less seniority than the targeted individual. The targeted bargaining unit member must be qualified and able to fill the position after a brief period. There shall be no bumping out of positions of specified duration.

B. 1. **At the same time as the layoff notice(s)**, the Employer/University Administration shall provide to the bargaining unit member a list of **campus** bargaining unit positions **that are not grant-funded or term positions; are of the same position grade level or lower; and** whose occupants have fewer than **five (5)** years' seniority **and less seniority than the targeted member as of the layoff date**. **The list shall include the grade level, salary, department, executive area, working titles and seniority of bargaining unit members filling those positions.**

**Additionally, a list of all vacant and available campus bargaining unit positions will be provided.**

2. Within thirty (30) calendar days of receipt of the list the bargaining unit member may request the Employer/University Administration to provide up to ten (10) up to date job descriptions/position descriptions of those positions on the list for which the bargaining unit member believes, from a review of the working titles, that he or she may be qualified. These positions will be provided within five (5) business **days** of the request.
3. Within ten (10) calendar days of receiving the position descriptions requested, the bargaining unit member may then identify for bumping one (1) such position with

equal or lesser responsibilities and whose occupant has less seniority **and** one (1) vacant and available position.

4. After the bargaining unit member notifies the Employer/University Administration of his/her **choices** of positions, the unit member will be interviewed for **each** position as soon as feasible **by one or more persons qualified to assess the member's qualifications**.
5. After interviewing the member to discuss his or her qualifications and abilities, the Employer/University Administration shall determine within ten (10) calendar days whether the bargaining unit member meets the minimum qualifications for the **positions** identified, and, if he or she does, shall offer the **positions** to the bargaining unit member.
6. If two or more bargaining unit members targeted for layoff select the identical position for bumping, and are found to meet the qualifications for the position, then the most senior employee shall be offered the position and the less senior member may identify another position.
7. Once the bargaining unit member has been determined to be qualified for **and has selected** a position, the University will issue a layoff notice to the occupant of that position, if any, as provided in Sections 13.4 and 13.6(B)1. The bargaining unit member who is bumping into the selected position will be off payroll no longer than it takes for the current occupant's period of notice to expire. If the selected position is vacant, the bargaining unit member will bump into the selected position with no time off payroll.

**C. A bargaining unit member who bumps into a vacant position at the same grade level, shall maintain their current salary. If the vacant position is of a lower grade, their salary will be unaffected; however, the position will be deemed an anomalous circumstance for the purpose of equity reviews. If the vacant position is of a higher grade, or associated to a higher grade, their salary shall be increased as if it were a promotional increase (PSSAP IV.D).**

**A bargaining unit member who bumps into an occupied position** shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, **or** b) a decrease of more than 10% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 90% of the targeted unit member's salary immediately prior to the bump.

If the percentage of appointment is different in the new position **the salary shall be adjusted accordingly**.

An equity increase may in some cases be warranted, but would occur only after the targeted bargaining unit member has assumed the duties of the new position at the salary as described above.

### **Section 13.7 Severance**

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

### **Section 13.8 Recall Rights**

A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows. Recall rights do not apply if an individual has bumped except as provided in **13.8, D** below.

B. Bargaining unit members who are laid off shall have recall rights to the campus for a period of three (3) years from their date of layoff. They shall have recall rights to:

- their former position, if re-established, or if it becomes vacant and available;
- to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position;
- to a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.

**C. Laid off bargaining unit members shall retain the use of their UMass email address for the length of their recall period.**

D. A bargaining unit member who has bumped into a new position shall have recall rights to his or her specific former position, should that former position be re-established, for a period of thirty (30) calendar days following the date on which he or she occupies the new position.

E. Upon written request to the Employment/Recruitment Office, the laid-off bargaining unit member shall be sent for one year announcements of vacant professional staff positions to be filled at the Campus. This period may be extended for an additional year upon written request from the bargaining unit member, submitted one month before the end of the initial one year period, and for a third year upon submission of a similar request submitted one month before the end of the second year. For Cooperative Extension bargaining unit members, upon written request to the Dean of the College of Food and Natural Resources announcements shall include announcements of Cooperative Extension openings received by the Dean.

F. A bargaining unit member who applies during his or her recall period for a bargaining unit position which has been posted for filling shall be regarded as an internal applicant under Article 14, Promotions and Filling of Vacancies.

G. A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and

eligibility for benefits that the bargaining unit member enjoyed as of the date of his or her termination to the extent allowable by law.

### **Section 13.9 Out-Placement Services**

The Employer/University Administration shall make every reasonable effort within budgetary constraints to make available to laid-off bargaining unit members, prior to their termination date, the following services: workshops on career changes, including stress management, identifying career alternatives, and building job search skills; job and career advising; and information on benefits. Upon request, the Employer/University Administration shall provide, for a period of ninety (90) days from the date of notice, reasonable access to personal computers and typewriters for use in preparing resumes and cover letters and shall, for the same time period, assist in or arrange for copying a reasonable number of resumes and cover letters. Release time shall be provided for bargaining unit members participating in out-placement services.

### **Section 13.10 Appeal Procedure**

Bargaining unit members who have been laid off may use the Appeal Procedure, except that unit members who have identified a position in a higher grade under Section 13.6.B.2 and who are not selected for that position do not have access to the Appeal Procedure.

#### **Appeal Procedure**

1. Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.
2. The Tripartite Appeals Panel shall be comprised of: one member appointed by the Union; one member appointed by the Employer/University Administration; and one independent hearing officer/arbitrator.
3. A hearing will be held on the appeal forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer/University Administration may attend to present the Employer/University Administration's position.
4. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.
5. The Tripartite Appeals Panel's ruling on the appeal shall be final and binding.
6. The provisions of Section 13.3, A are not subject to the Appeals Procedure. The provisions of Section 13.6, B.1 and 13.6, B.2 are not subject to the Appeals Procedure, except that if the Employer/University Administration determines that the bargaining unit member is not qualified to fill the position in the executive area identified by the bargaining unit member in Section 13.6, B.2, that determination shall be appealable. The Tripartite Panel may not substitute its judgment for that of

the Employer/University Administration; the Tripartite Panel shall decide only whether the Employer/University Administration was arbitrary or capricious in making its determination that the unit member was not qualified under Section 13.6.B.2.

## **ARTICLE 14: PROMOTIONS AND FILLING OF VACANCIES**

The procedures described in this article shall apply to part time as well as full time bargaining unit positions.

### **Section 14.1 Promotions**

A promotion results from a bona fide change in duties and responsibilities which constitutes an advancement to a job with greater duties and responsibilities. A promotion may also result from a demonstrated change in the complexity of duties and responsibilities sufficient to elevate the position from one position level to a higher one as designated under the Professional Staff Salary Administration Program; **such changes are assessed through the Periodic and Position Classification Review processes (PSSAP section II.B.ii and II.B.iii)**. The position number, the official title, and the working title may or may not remain the same.

The Employer/University Administration shall have the right to promote a bargaining unit member to a higher-graded position within his or her MBU (major budgetary unit) without **posting the position so long as this promotion does not fill a vacant position, it does not create a vacant position, and the alternative to the promotion is a layoff.**

The Employer/University Administration may promote a classified employee to a professional position in the same department without posting the professional position if **both** of the following conditions are satisfied:

- a) this is the result of the classified position evolving to become professional in nature;
- b) there would be no new professional position unless the promotion takes place.

### **Section 14.2 Temporary Filling of Bargaining Unit Vacancies**

If the Employer/University Administration decides to fill a bargaining unit vacancy on a temporary basis, the Employer/University Administration shall post the position on a website identified by the University as a place to post all vacancies for not less than seven (7) working days.

For a position filled on a temporary basis after receiving an affirmative action waiver, the posting requirements of this section shall not be applicable. The Union shall be given notice each time a waiver is approved, together with a rationale. Upon receipt of notice, the Union shall have 3 working days to object prior to the position being filled.

A bargaining unit position shall not be filled on a temporary basis for more than twelve (12) months. During this twelve (12) month period, the Employer/University Administration shall decide whether or not to continue the position and shall, if the decision is to continue it, post the position in accordance with the provisions of Section 14.4 and complete the search to fill it. The search should normally begin within 6 months



from the date of the temporary appointment. For individuals on grant or contract funding the search for a permanent employee should begin within ten (10) months or when there is a reasonable expectation of funding, whichever is later.

The salary for the position filled on a temporary basis shall be within the salary range for the position.

The person occupying the position on a temporary basis may be a candidate for the permanent position. A temporary appointee who becomes a candidate for the permanent vacancy shall be considered an external candidate unless he/she would have qualified as an internal candidate at the time the position was filled on a temporary basis. At the time a temporary appointment is made, the temporary appointee shall be informed in writing of his/her status as an internal or external candidate for the permanent vacancy.

### **Section 14.3 Notice of Vacancy**

The notice for a vacancy shall contain: the job title; the salary administration grade level or the grade level to which a position is associated; a link to the pay scales associated with the grade levels; a description of the position; the bona fide occupational requirements; the shift (where appropriate); the location; the closing date for applications; and, if the position is grant-funded or contract-funded, the termination date of the position, if known. A copy of the notice shall be **made available** to the Union.

### **Section 14.4 Filling Bargaining Unit Vacancies**

When the Employer/University Administration decides to fill a vacant bargaining unit position, the Employer/University Administration shall **either**:

- a) **Notify all bargaining unit members in at least the Major Budgetary Unit (MBU) of the vacancy and accept applications from said members for no less than ten (10) working days. The Hiring Authority may then appoint a bargaining unit member to the position provided that the bargaining unit member to be promoted meets the minimum qualifications of the vacant position and has performed satisfactorily; Or,**
- b) **Post the vacant bargaining unit position on the University's on-line applicant tracking system for a minimum of ten (10) business days. The Employer/University Administration may advertise the position externally (off campus) simultaneously with the internal posting.**

For the purposes of this section, only non-temporary, benefitted PSU bargaining unit members will be considered internal applicants.

Upon completion of the **ten (10)** day posting period specified above, the pool of **internal applicants** shall be evaluated to determine whether its composition is sufficient for the search to proceed. An internal pool shall be considered sufficient if it contains at least the number of applicants who meet the posted qualifications as the number of finalists requested by the department/unit head, normally three and never more than five. If the pool is not sufficient, the department head or chair of the

search committee may **then** add external applicants to the pool.

**If a search committee is established to assist the filling of a bargaining unit vacancy, the search committee** shall have at least (1) bargaining unit member. The union shall be notified within ten (10) days of the appointment of a bargaining unit member to the committee of the name of the member; **this** requirement shall be non-grievable and failure to comply shall not be grounds to disqualify the search.

**Except where noted, the following procedures shall apply to both search option a) and option b) above:**

- i. In any search posted in accordance with Article 14.4(b),** if two (2) finalists, one (1) a bargaining unit member and one (1) a non-unit applicant, are equally qualified in the judgment of the department/unit head, the department/unit head shall offer the position to the bargaining unit member.

**Consistent with any Affirmative action requirements,** if two (2) or more finalists are bargaining unit members and are, in the judgment of the department/unit head, equally qualified, the department/unit head shall offer the position to the senior bargaining unit member.

- ii. In considering applicants, the hiring authority will take into account the applicant's institutional experience and the diversity goals of the University and the department/unit.**
- iii. The starting salary for any bargaining unit member selected to fill a vacancy pursuant to this Section shall be determined in accordance with Section IV of the PSU/MTA University of Massachusetts Amherst & Boston Chapters PSSAP Manual (Appendix B).**
- iv. In any search posted in accordance with Article 14.4(a), the University shall read all applications; inform applicants who did not meet the minimum position qualifications of that fact; and, for those who did meet minimum qualifications inform them when the position has been filled.**
- v. In any search posted in accordance with Article 14.4(b), the University shall inform applicants who did not meet the minimum position qualifications of that fact. Upon request from the applicant, the University shall inform them of which qualification(s) they did not meet.**

The **University** shall notify any bargaining unit member whether or not he or she has been recommended as a finalist within three (3) days of the date when the list of finalists is accepted by the department/unit head. Such notice shall be electronic or in writing.

The University shall notify bargaining unit members who are finalists that they have not been offered the position within ten (10) days of the date on which the

candidate offered the position has accepted. Such notice shall be electronic or in writing.

A bargaining unit member who is a finalist and who is not offered the position may meet with the **hiring** authority (or designee) to discuss the reasons for not being offered the position. **At the request of the bargaining unit member, a representative of the Union may be present at the meeting.**

- vi. The judgment of the **hiring** authority and/or his or her designee in recommending and/or selecting a candidate for a position shall not be grievable, except where a bargaining unit member who was a finalist can demonstrate through the Grievance and Arbitration Procedure that the **hiring** authority (or designee) was arbitrary or capricious in selecting a candidate to fill the position who did not satisfy the posted qualifications for the position. **If the grievance prevails**, the search shall be reopened.

#### **Section 14.5 CC/03 Employees**

A bargaining unit vacancy may not be filled with a CC/03 employee unless it is to meet one of the following conditions:

- a) To temporarily replace a bargaining unit member who is on approved leave of absence;
- b) To temporarily fill a bargaining unit position while a search is underway or about to begin;
- c) To fill a position which is known to be of limited duration of less than twelve (12) months;
- d) To deal with an emergency situation.

The University will notify the Union semi-annually of CC/03 employees occupying bargaining unit positions by providing a list of all such employees not less than twice in each calendar year.

#### **Section 14.6 Term Employees**

In instances in which the Employer/University Administration hires an individual for a bargaining unit position and the individual is hired on state or trust funds for a specific purpose with a specific, limited duration, the letter offering the position shall so specify and shall contain the date on which the position terminates. If the termination date is extended for any reason, the bargaining unit member shall be notified in writing.

#### **Section 14.7 Transfers and Reassignments**

Nothing in this section shall in any way detract from the University's goals related to affirmative action and diversity.

##### **14.7 I. Definitions:**

(1) For the purposes of this section, a transfer shall be defined as:

- a. Permanent change from one MBU to another MBU without any change in grade level and with similar duties and qualifications, or
- b. A substantial permanent change in duties within the same MBU as long as required qualifications are not substantially different from those of the position being transferred into.

(2) For the purposes of this section, a reassignment shall be defined as a change involving schedule, shift, work location, **or residence for Residence Directors**, but without a substantial change in duties, and without any change in department or classification.

#### **14.7 II. Reassignments by the Employee**

1. When there is a position which the University chooses to open to reassignment by employees, all eligible bargaining unit members shall be so informed.
2. An employee seeking a reassignment shall submit a written request to his/her appointing authority or designee.
3. Selection among employees seeking a reassignment shall be made on the basis of seniority from those fully qualified to reassign to that position. In unusual circumstances and for cause, the employer may choose not to accept a reassignment request in which case the Union will be notified and provided an explanation.
4. An employee who has applied for a reassignment and is not selected shall be given the reason for not being selected upon written request to the appointing authority made within thirty (30) days of the appointment being made.

#### **14.7 III. Transfers by the Employer**

Transfer of an employee may take place only under the following three circumstances and only so long as conditions 1 through 12 below are satisfied:

- The alternative would be a layoff due to a lack of work or lack of funds; or
- A bona fide reorganization is planned in an area, based upon changing needs or priorities of the University; or
- Other personnel factors including appropriate staffing levels, maximizing the effectiveness of employees and reducing conflicts within work locations as well as any other good cause which enhances the operational effectiveness of the University and its employees. If this reason is cited, any transfer must be preceded by a labor-management meeting if requested by the Union.

Conditions:

1. If there is a need to reduce the number of positions in an area, volunteers for a transfer to another position shall be sought before the employer transfers anyone. If a qualified unit member volunteers, he/she shall be transferred. If more than one qualified person volunteers, the most senior person shall be transferred.
2. If there is a need to fill a particular position, volunteers for a transfer to that position shall be sought before the employer transfers anyone. If a qualified unit member

volunteers, he/she shall be transferred. If more than one qualified person volunteers, the most senior person shall be transferred.

3. The Employer will provide at least 45 days' notice to the employee and to the Union before a transfer is made.
4. Before a transfer is made, the Union shall be notified of the Employer's intent and reasons and shall be given the opportunity for a consultation period of no less than 10 working days on such action on written request.
5. If such a transfer would result in a change in the hours of work of an employee, the projected new schedule will be discussed with the employee prior to being implemented to give the employee the opportunity to provide input on the impact of the transfer on his/her family or other non-employment obligations. The employer shall seek within operational limits to address such concerns.
6. No employee can be transferred to a position more than 20 miles away from his/her current assignment, except by mutual agreement.
7. An employee who is targeted for a transfer by the employer shall have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
8. An employee who has been transferred by the Employer shall, for a period of six (6) months following the transfer, have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
9. No employee who is transferred shall have his or her salary decreased. If there is a change in grade level, the employee shall in no way be disadvantaged (e.g., in relation to the maximum of the salary range for the grade). All other provisions of the Salary Administration Program shall apply.
10. Once the Employer has identified a position to be transferred from (Position A), and a position to be transferred to (Position B), the least senior of those employees in Position A who is qualified to perform the duties of Position B shall be transferred.
11. If an employee is transferred, a sufficient training/orientation program shall be provided to the employee.
12. For any transfers occurring under the third circumstance above, conditions 1, 2, and 10 will not apply.

#### **14.7 IV. Reassignments by the Employer**

Reassignment of an employee may take place only so long as conditions 1 through 10 below are satisfied:

1. Reassignments shall only be made on the basis of reasonable operational need.
2. Volunteers for a reassignment shall be sought before the Employer reassigns anyone. If a qualified unit member volunteers, he/she shall be reassigned. If more than one qualified person volunteers, the most senior person shall be reassigned.
3. The Employer will provide at least 45 days' notice to the employee and to the Union before a reassignment is made.

4. Before a reassignment is made, the Union shall be notified of the Employer's intent and the basis on which the reassignment is being made and shall be given the opportunity for a consultation period of no less than 10 working days on such action on written request.
5. Once the Employer has identified a position to be filled by reassignment, and there are no qualified volunteers, the least senior of those employees who is qualified to perform the duties of the position shall be reassigned.
6. If such a reassignment would result in a change in the hours of work of an employee, the projected new schedule will be discussed with the employee prior to being implemented to give the employee the opportunity to provide input on the impact of the reassignment on his/her family or other non-employment obligations. The employer shall seek, within operational limits, to address such concerns.
7. No employee shall be reassigned to a position more than 20 miles away from his/her current assignment, except by mutual agreement.
8. An employee who is targeted for reassignment by the Employer shall have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
9. An employee who has been reassigned by the Employer shall, for a period of six (6) months following the reassignment, have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
10. No employee who is reassigned shall have his or her salary decreased.

**14.7 V.** The parties agree that when more than one employee in a department is affected by a transfer or substantial reassignment within a period of 6 months, there will be labor-management discussions prior to implementing such changes and, where required, either bargaining or bargaining over the impact.

## **ARTICLE 15: ANNUAL EVALUATION OF BARGAINING UNIT MEMBERS**

### **Section 15.1**

An annual evaluation of each bargaining unit member shall be performed by his/her appropriate immediate supervisor. Evaluations shall be done according to the Performance Management Program (PMP) negotiated between the Union and the University. A Level 3 rating in the PMP is the equivalent of "satisfactory" where that term is used in this Agreement.

### **Section 15.2**

Such evaluation shall be recorded in writing. The bargaining unit member shall have the right to respond in writing to any written comments made on his or her evaluation and to have those comments attached to the evaluation and included in his/her official personnel file.

**Section 15.3**

If an employee is likely to receive a less than satisfactory evaluation, his or her supervisor shall, whenever practicable, inform him/her of this likelihood approximately 90 days before the evaluation is to be done. At the same time, the supervisor must inform the employee what specific improvements in job performance must be made in order to receive a satisfactory evaluation.

**Section 15.4**

Upon receipt of a below satisfactory evaluation, the employee shall receive a plan on how to achieve a "satisfactory" rating. The supervisor and the employee shall agree upon a reevaluation period of up to 180 days in length. The employee shall be evaluated at the end of this reevaluation period. If an employee receives a satisfactory evaluation at that time, he/she shall be eligible for any denied salary increase effective on the date of the satisfactory evaluation.

**Section 15.5**

Each bargaining unit member shall receive a copy of his/her evaluation.

**Section 15.6**

Each bargaining unit member shall sign the evaluation to indicate that he/she has received and reviewed a complete copy of the evaluation. Such signature shall not indicate agreement or disagreement with the content.

**Section 15.7**

Supervisors will ensure that the evaluation process is of a constructive nature and that it will aid the bargaining unit member should any deficiencies be cited in the evaluation.

**Section 15.8**

At the bargaining unit member's option, the evaluation may include an interview with his/her intermediate supervisor.

**ARTICLE 16: HEALTH AND SAFETY****Section 16.1**

The Employer/University Administration agrees to provide working conditions that meet health and safety standards provided for in all relevant federal, state, and local laws and regulations, generally accepted standards, and the dictates of common sense.

**Section 16.2**

There shall be established a committee to be known as the Health and Safety Committee. This committee shall be comprised of six (6) individuals, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the University and the Union, and the committee shall meet every six (6) months, or more frequently by mutual agreement. The purpose of this committee shall be to discuss matters of health and safety that are of concern to the Employer/University Administration and/or the Union. Among the matters the committee

may discuss are health and safety concerns involving VDT's, asbestos, air quality, unsafe machinery and equipment, proper ventilation, explosive environments, exposure to high voltage power sources, dangerous levels of radiation, harmful laser beams, infectious agents that may be contained in human body fluids, excessive noise levels, dangerous persons, and corrosive, caustic, noxious, explosive, flammable, or carcinogenic materials.

Either party may submit items for the agenda to the chairperson at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

### **Section 16.3**

If an employee believes that they are working in an unusually hot or cold location, the employee may request that the supervisor or the department head investigate the matter. If the condition cannot be corrected within a reasonable period, the supervisor/department head shall reassign bargaining unit members to another area until the condition is corrected. If no suitable alternative space is available, and the condition cannot be corrected within a reasonable period of time as determined by the supervisor/department head after consultation with the designee of the Vice Chancellor of Administration & Finance, employees will be released from work without loss of pay or benefits until the condition is corrected or suitable work space is made available.

### **Section 16.4**

Employees who work on video display terminals (VDT) shall receive a fifteen (15) minute break from VDT operation after periods in excess of two (2) hours of continuous VDT operation. The break is defined as a fifteen (15) minute period during which the employee would perform other department related work as assigned.

The VDT continuous operation standard may be applied to other equipment and work arrangements where repetitive strain injuries for the exact nature and work have been documented.

A bargaining unit member who may have concerns regarding the arrangement of his/her work station may request in writing through the Office of Environmental Health & Safety a work station evaluation.

Whenever possible, the University shall give priority to incorporating currently accepted ergonomic practices and guidelines into new and existing work station designs and use, and in training bargaining unit members in these practices.

### **Section 16.5 Notification**

The parties agree that timely notification to employees about repair or renovation work conducted in the workplace is desirable. To this end, the health and safety committees at the respective campuses will review the existing notification procedures and protocols for work conducted to renovate, repair, and/or to perform alterations to existing workspace.



Recommendations to change campus notification procedures and protocols along with suggested timeframes for response from appropriate campus officials will be presented to the campus Director of Environmental Health and Safety.

### **Section 16.6 Blood Borne Pathogens**

The parties agree that employees whose occupations may place them at risk for exposure to blood-borne pathogens should receive education and information about treatment for such exposures.

## **ARTICLE 17: GRANT AND CONTRACT FUNDED BARGAINING UNIT MEMBERS**

### **Section 17.1**

Except as stated elsewhere in the Agreement, bargaining unit members who are grant or contract funded in whole or in part shall be subject to the provisions of this Agreement.

### **Section 17.2**

Benefits for grant and/or contract funded employees shall be requested by the Principal Investigator in applying for a grant or contract. In addition, salary increases negotiated for the bargaining unit must be requested by the Principal Investigator for grant funded employees.

## **ARTICLE 18: WORK SCHEDULES**

### **Section 18.1**

**A. Standard hours and schedules:** The University's standard business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. However, the parties recognize that, as professionals, the members of the bargaining unit have responsibilities that may require **schedules other than standard business hours**, including nights and weekends. For the purpose of basic scheduling needs, as well as leave accrual and hourly base rate calculations, the regular work week of members of the bargaining unit is defined as 37.5 hours per week.

**B. Further, subject to the provisions contained in Section 18.2, the parties recognize that, as professionals, the members of the bargaining unit may occasionally need to devote time beyond their regular work schedules to complete their work. In addition, as professionals, members of the bargaining unit may, with the approval of their supervisor, and subject to operational requirement, flex time to adjust work schedules within a two-week period to compensate for hours worked outside their regular work schedule. Such time will be flexed on an hour for hour basis. Requests to flex time will not be unreasonably denied.**

### **Section 18.2 Compensatory Time**

**A. The parties agree that FLSA-exempt members may at times be required to work longer work hours than normal. Subject to the provisions of 18.2(B), when those hours exceed forty (40) for full-time employees (pro-rated for part-time employees) in a**

**work week, the employee may be eligible for compensatory time.** This section is designed to treat such situations equitably and to recognize the work, commitment and dedication of employees who put in these extended hours.

**B. Compensatory time is granted on an hour-for-hour basis. Whenever possible, the employee and the supervisor shall discuss in advance the need for unusually longer work hours and shall agree in writing that this work shall be governed by this provision and that documented work hours beyond forty (40) hours for full-time employees or the hours which their percentage of employment yields when multiplied by 40 (e.g., a ½ time employee needs to work 20 hours to be considered for compensatory time) in a work week will be treated as compensatory time earned. Department heads or designees have the authority to approve compensatory time. Compensatory time shall not be unreasonably denied.**

**C. Compensatory time is not cumulative beyond a twelve month period. For this reason, an employee should take compensatory time as soon as possible after it is credited. Supervisors shall make every effort to allow compensatory time earned to be used.**

- 1.) Compensatory time not used within twelve calendar months after it is credited will be forfeited.**
- 2.) Compensatory time may not be transferred to any type of leave.**
- 3.) There is no payout of compensatory time and any remaining compensatory time is lost when an employee separates from the University. The employee's separation date may not be moved forward in order to pay for compensatory time.**
- 4.) A bargaining unit member may request to use compensatory leave as it accrues. Compensatory leave requests shall be granted unless, in the supervisor's opinion, it is impossible or impractical to do so because of work schedules or emergencies. Employee requests to use compensatory time shall not be unreasonably denied. The supervisor shall make reasonable efforts to insure that a bargaining unit member, having requested compensatory leave, is granted such leave in order to prevent the loss of earned compensatory time.**

**If a conflict in compensatory requests arises, the supervisor shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.**

**Compensatory time may be used in lieu of any other earned or accrued time.**

**D. Total number of hours worked shall be reported on the time and attendance sheet.** Compensatory time earned or used will be recorded on the time and attendance sheet. Compensatory time used will be counted in a first earned, first used basis.

### Section 18.3 On Call/Call Back

A. Some University departments maintain formal on-call systems in order to cover off-hour shifts or to assure appropriate response to incidents and emergencies which occur at night or on weekends. Professional staff are assigned specific periods of duty, must be available during assigned duty, and must respond when called. For these situations, on-call and call-back shall be considered a single entity. A salary adjustment shall be made to acknowledge the additional expectation of serving regularly as part of a formal on-call/call-back system. Compensatory time for call-back shall be approved by the supervisor only in those instances when the employee must respond to a situation that requires work for a prolonged period of time (i.e., several hours during a night). The supervisor's discretion prevails in these cases.

B. A department which does not maintain a regular and on-going on-call system may set its own policy for compensating bargaining unit members who are occasionally assigned, in writing, to be on call, but in no case shall a bargaining unit member receive less than one hour of compensatory time for every 8 hours assigned to be on call.

C. In departments without formal on-call systems, for every hour that a bargaining unit member on-call is called back to work beyond his or her regularly scheduled work hours the bargaining unit member shall receive an hour of compensatory time.

#### D. On-Call/Call-Back Compensation Methodology

##### 1. Summary

Where a formal on-call/call back system is utilized, a lump sum amount of money will be added to the annual base salary of all participants in such a formal system which compensates the participants for both on-call and call back responsibilities except in those instances where the employee must respond to a situation that requires work for a prolonged period of time. The supervisor's discretion prevails in these cases.

Said lump sum of money added to the annual salary will remain as part of the salary for as long as the employee is required to participate in the on-call/call back system.

The amount of money to be added to the employee's base salary is calculated by adding a flat amount to the First Quartile of the Salary Administration Program Level for the title.

<u>Level</u>		<u>Total/Unit</u>
<u>Amherst</u>	<u>Boston</u>	
24, 25	27, 28	\$ 800
26, 27	29, 30	\$ 900
28, 29	31, 32	\$1000
30, 31	33, 34	\$1100

The number of units an employee is compensated for is determined by converting the estimated on-call coverage for a normal year to compensatory time hours on a 1 for 8 basis, and then dividing that result by 40 hours to determine a weekly equivalent. The

weekly equivalent is then converted to units of compensation by the following schedule.

## 2. Basic Information

### A. Tours of Duty: One for Eight Compensatory Time Conversions (CT)

1. Weeknight: 5 p.m. - 8:30 a.m. = 15.5 hours. Round to 2 hours CT.
2. Weekend: 5 p.m. Fri. - 8:30 a.m. Mon. = 63.5 hours. Round to 8 hours CT.
3. Full week (4 weeknights & weekend) = 125.5 hours. Round to 16 hours CT.

### B. Year Cycle

First semester = 16 weeks  
Intersession = 5 weeks  
Second semester = 16 weeks  
Summer = 15 weeks

### C. Weekly Equivalent UNITS

One half week to one week 1.0  
More than one week to two weeks 1.5  
More than two weeks to four weeks 2.0  
More than four weeks to six weeks 3.0  
More than six weeks 4.0

## 3. Miscellaneous

In addition to the dollar amounts and conversion to units described above, the parties agree to the following:

Prior to the beginning of the fall semester the on-call coverage plan will be analyzed and the amount of the lump sum of money to be added to the base salary will be established. If a significant change in the on-call coverage plan is instituted subsequently, the analysis will be repeated prior to the beginning of the spring semester and necessary adjustments will be made.

Unit awards are in addition to any salary increases that may be negotiated.

New, formal on-call programs will be instituted under the terms of this agreement only after discussion with the Union.

## **Section 18.4 Flexible Work Options**

The University recognizes that in order to attract, retain, and develop highly skilled employees and partner with the Union on promoting a clean environment, there may be times when it is in the best interest of both the University and the employee to consider options beyond traditional work locations and schedules. This flexibility must always meet the needs of the individual campus business units. The University's commitment to this flexibility does not mean that every employee is entitled to a flexible work option. The nature of the work and/or the needs of the University may preclude a flexible work arrangement. Flexibility is appropriate where both the needs of the University and the needs of the employee are met.

Upon request of a bargaining unit member, the supervisor may grant, for a specific period

of time, or for an unspecified time (subject to a cancellation by the supervisor) a flexible personal work schedule, a compressed work week, or an alternative work site/telecommuting schedule, so long as the bargaining unit member can demonstrate to the satisfaction of the supervisor that the proposed schedule will not interfere with or detract from the delivery of services provided or the day to day operation of the department. Such request shall not be unreasonably denied.

### **Section 18.5 Emergency Closures**

**A. The University shall provide the Union with a list of bargaining unit members deemed essential by November 15 of each year. The determination of which exempt and non-exempt employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein.**

**B. When** the University is closed due to emergency situations such as a snowstorm or other circumstances, exempt employees designated as essential who are required to work, or exempt employees who volunteer and are approved to work, shall receive an hour of compensatory time for each full hour worked.

## **ARTICLE 19: UNPAID LEAVES**

### **Section 19. 1 Family and Medical Leave**

A. Employees are entitled to up to twenty-six (26) weeks unpaid leave during any calendar year, except that under no circumstances shall any FMLA-eligible employee be denied 12 weeks of unpaid leave during any calendar year in conjunction with the birth, adoption, or placement of a child (as per C1 and C2 below). Leave may be taken in blocks of time, or by reducing the normal weekly or daily work schedule so long as the leave does not exceed a total of twenty-six (26) weeks during the calendar year. The parties agree that all paid or unpaid leave will be used concurrently with FMLA leave. An employee shall not be required to utilize paid leave for a FMLA-eligible absence.

B. To be eligible, an employee must have been employed by the University for at least 6 months.

C. Leave may be granted for any of the following reasons:

1. the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;
2. the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;
3. the care of, or to make arrangements for the care of, an employee's spouse, employee's parent, employee's grandchild, employee's grandparent, employee's domestic partner, relative living in the same household, or employee's child, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member, who has a serious health problem;

4. the employee's own serious health problem that makes the employee unable to perform the essential functions of the position.

D. A serious health condition means one or more of the following conditions:

- an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical care facility; or
- any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment ( that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor of medicine or osteopathy, dentist, clinical psychologist, podiatrist, clinical social worker, optometrist, chiropractor, nurse practitioner, nurse-midwife, or Christian Science practitioner); or
- continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

E. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten days of paid family leave granted under this section may be used on an intermittent basis over the twelve (12) months following the birth, adoption, or placement, except that this leave may not be charged in increments of less than one (1) day.

Subsequently, and for all other leaves under this section, if an employee has accrued personal time, sick leave, or vacation credits which he/she is eligible to use at the commencement of the leave, he/she may use such leave credits.

In any other instance, such leave will be without pay unless provision for pay is made through the Sick Leave Bank.

F. Not later than two (2) weeks prior to the expiration of a leave for the birth or adoption of a child, a bargaining unit member may request to return to work at reduced time. If approved by the supervisor, said bargaining unit member will accrue benefits in the same proportion that such part-time service bears to full-time service.

G. The University will maintain group health insurance during such leave on the same terms as if the employee had continued to work. The University will make Health & Welfare contributions during any period of paid leave and for an employee on unpaid leave for a period not to exceed twenty-six (26) weeks. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

In the event an employee does not return from such a leave, except if the reason is due to

the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the employee, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

The University will maintain other benefits, such as life and disability insurance, in effect during the paid portion of a covered leave, and, during any unpaid portion of such a leave upon timely payment of the full premium by the employee, as specified by the Human Resources Office.

H. A bargaining unit member who is granted a leave of absence shall return to his/her former position, if available, or to his/her former status, with the same salary and benefits, and with length of service credit. If, during the period of leave, a layoff occurs, the bargaining unit member on leave shall receive the same rights as other bargaining unit members under this Agreement.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, the University and the employee may, after consultation, agree that the employee transfer temporarily to an available alternative position, at equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

I. The University may require the employee to submit medical re-certifications during a leave, either for the employee or other covered individual, at thirty (30) calendar day intervals, and it may at reasonable intervals require an employee to report on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed sixty (60) calendar days, employees may be required to document their fitness to return to duty.

J. Employees should submit a leave application to their immediate supervisor, who will forward it to the Human Resources Office.

In instances where leave is foreseeable, employees must provide two (2) weeks advance notice of the leave request. In cases of planned medical treatment, the employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to unduly disrupt the University's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

When the leave is for a serious medical condition of the employee or another eligible person under Section C., the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Office and will be filled in by the health care provider. An employee will not be permitted to commence or remain on such a leave unless a valid medical certification form is provided.

## **Section 19.2 Family/Care Leave**

A. Upon written application to the supervisor, including a statement of any reasons, a bargaining unit member 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/care leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The supervisor may in his/her discretion assign a bargaining unit member to replace a bargaining unit member who is on family/care leave. Such assignment may not be subject to the Grievance and Arbitration Procedure, in Article 7.

The purpose for which a bargaining unit member may submit his/her application for family care leave shall be limited to the need to care for, or to make arrangements for the care of, the bargaining unit member's spouse, domestic partner, parent, grandparent, grandchild, relative living in the same household, or child, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member.

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

C. If a bargaining unit member has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family/care leave, that bargaining unit member may use such leave credits for which she/he may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

D. Between periods of family/care leave, where a bargaining unit member returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

E. When leave under this section is requested and granted for the purpose of caring for, or to make arrangements for the care of, a minor dependent child of the bargaining unit member, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member, and the bargaining unit member's minor dependent child is under three years of age, the bargaining unit member may have his/her group health insurance benefits continued for a period of ten (10) weeks while the bargaining unit member is absent on such leave. The bargaining unit member, while on leave, is required to pay the same monthly premium she/he would have paid had such leave not been taken.

## **Section 19.3 Military Leave**

A. A bargaining unit member 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.

B. In accordance with Chapter 708 of the Acts of 1941, as amended, a bargaining unit member who, on or after January first, nineteen hundred and forty, shall have tendered



his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

#### **Section 19.4 Professional Leave**

Professional Leave may be granted by the supervisor, upon the written request of the bargaining unit member at least sixty (60) days in advance, for such purpose as education, service in a professional organization in the bargaining unit member's field, and professional advancement. The bargaining unit member's request shall demonstrate the benefit of the leave to both the bargaining unit member and the University.

Such leave shall be without pay or benefits.

#### **Section 19.5 Personal Leave**

Personal leave, other than hereinbefore specified, may be granted by the supervisor, upon the written request of the bargaining unit member, at least thirty (30) days in advance.

Such leave shall be without pay or benefits.

#### **Section 19.6 General Provisions for Unpaid Leaves**

A. Requests for unpaid leaves under this Article shall be submitted to the supervisor by the deadline specified for each leave, except in emergency circumstances.

B. Requests for unpaid leaves under this Article shall not be unreasonably denied.

C. Leaves of absence under this Article, except for those under Section 19.1, shall be available to a bargaining unit member after he or she completes three (3) months of employment as a bargaining unit member. This provision does not apply to military leave.

D. Extensions may be granted upon request, provided that the request is made in accordance with the same deadline specified in the appropriate leave section of this Article.

E. A bargaining unit member who is granted a leave of absence shall return to his/her former position if available or to his/her former status, with the same salary and benefits, and with length of service credit. If, during the period of leave, a layoff occurs, the bargaining unit member on leave shall receive the same rights as other bargaining unit members under this Agreement.

### **ARTICLE 20: PAID LEAVE**

#### **Section 20.1 Sick Leave**

A. A full-time bargaining unit member shall accumulate sick leave with pay credits at the

rate of one and one-sixth work days for each full payroll month of employment for a total of fourteen (14) days per year. A bargaining unit member on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time bargaining unit member 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 to a bargaining unit member under the following conditions:

1. when a bargaining unit member cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. when the spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, or the bargaining unit member's grandparent or grandchild, or a relative living in the immediate household of a bargaining unit member, is seriously ill, the bargaining unit member may utilize sick leave credits for this purpose. The University may, at its discretion, require a physician's statement attesting to the necessity for the employee's absence from the workplace to care for the family member.
3. when through exposure to contagious disease, the presence of the bargaining unit member 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 and approval, which shall not be unreasonably denied, 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.
5. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
6. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. This ten (10) day limit may be waived if needed for difficult placements.

D. A full-time bargaining unit member shall not accrue sick leave credits for any months in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

E. Where the supervisor has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the bargaining unit member, whichever is later. Failure of a bargaining unit member to present such medical evidence within seven (7) working days

after such request has been made by the supervisor, may, at the discretion of the supervisor, result in the absence being treated as absence without pay.

The supervisor may, at his/her discretion, grant the bargaining unit member reasonable time during the bargaining unit member's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

F. 1. The supervisor may require that a bargaining unit member be examined by a health care provider of the bargaining unit member's choosing and at the bargaining unit member's expense, following absence by reason of personal illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the bargaining unit member's fitness to return to their regularly assigned duties. Such an examination shall be required only where the employer has evidence of:

- a threat to health or safety that it reasonably believes may be caused by the employee's personal illness or injury; or
- problems related to job performance that it reasonably believes may be caused by the employee's personal illness or injury

The Employer/University Administration shall provide the employee's health care provider performing the examination with:

- Specific information about any physical and/or mental requirements for the job,
- Any pertinent health and safety requirements related to the job or workplace,
- Instructions that the examination should focus on determining whether the employee can return to their regularly assigned duties and, if so, when and under what conditions.

A bargaining unit member absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the supervisor with reasonable notice of his/her intent to return.

## 2. Obtaining a second opinion

The Employer/University Administration may require a second opinion from a medical doctor or clinical psychologist not on the University payroll, with training and expertise in the particular field of medicine applicable to the inquiry, with the sole purpose of determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties.

Such an examination may only be required when all of the following conditions are met:

- There is evidence of problems related to job performance or a direct threat to workplace health or safety that management reasonably believes may be caused by the employee's personal illness or injury;
- The manager or administrator responsible for directing the MBU and either the Assistant Vice Chancellor for Human Resources or the Labor Relations

Administrator has approved the directive in writing;

- The employee and the Union have received written notice of the proposed examination at least ten (10) working days in advance of the appointment. Such notice must include the reason(s) for the examination, identifying specific job duties about which the employee's fitness is in question, as well as a list of any specific health records the employee may be expected to provide to the examiner.
- All costs related to the appointment (e.g. co-pays, parking) will be paid by the Employer/University Administration, and all time going to and from and participating in the examination shall be paid at the employee's applicable rate for those hours.
- The employee shall be placed on paid administrative leave.

The Employer/University Administration shall provide the examiner with the following:

- Specific information about any physical and/or mental requirements for the job,
- Any pertinent health and safety requirements related to the job or workplace,
- Instructions that any recommendations or conclusions made should focus on the following two issues: (1) whether the employee is able to perform their regularly assigned duties, with or without reasonable accommodation; and (2) whether the employee can perform their regularly assigned duties without posing a direct threat to the health or safety of the employee or others.

The examiner's determination shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. The determination must be provided to the employee, the Employer/Administration, and to the Union within ten (10) working days of the examination. The examiner must also provide a report explaining the reasoning behind their determination to the employee and the employee's health care provider.

### 3. Obtaining a third opinion

If the employee's health care provider disagrees with the determination, a third health care provider will review all pertinent medical records and reports and may examine the employee at either the employee's or provider's discretion. This health care provider shall then issue a binding determination that shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. This health care provider shall be selected from a list previously agreed upon by the Employer/University Administration and the Union. All costs of this examination shall be borne by the employer.

### 4. Confidentiality of documents

The Employer/University Administration and the Union agree that any documentation produced in relation to this section shall be considered confidential. The Employer/University Administration shall keep all information related to such examinations apart from an employee's personnel files as a separate, confidential

medical record, even information that the employee provides voluntarily to the Employer/University Administration. Such confidential information should remain confidential even after the individual is no longer an employee.

Grievances related to this section of the contract shall be processed at Step 3.

G. Sick leave must be charged against unused sick leave credits in units of fifteen (15) minutes, but in no event may the sick leave credits used be less than the actual time off.

H. Any bargaining unit member having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the bargaining unit member, on holiday compensatory time; if no holiday compensatory credits are available then on personal leave; if no personal leave credits are available, then on vacation leave. If no sick leave credits or other accumulated leave credits, except for 10 days of vacation leave are available, the bargaining unit member may apply to his/her campus sick leave bank (see Section 20.2). If denied time by the sick leave bank, he/she shall be eligible to apply for a non-renewable unpaid leave of absence of up to 26 weeks which shall not be unreasonably denied. Such leave shall be charged on the same basis as provided in subsection G.

I. A bargaining unit member who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. A bargaining unit member who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the appointing authority or designee, where such absence was caused by:

1. illness of said bargaining unit member;
2. dismissal through no fault or delinquency attributable solely to said bargaining unit member; or
3. injury while in the employment of the Employer in the line of duty, and for which said bargaining unit member 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.

J. A regular part-time bargaining unit member shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absence without pay in the same proportion that his/her service bears to more than one (1) day of service of a full-time bargaining unit member.

K. Notification of absences under this Article shall be given to the designated representative of the supervisor as early as possible, and, in any event, at the beginning of the work day. If such notification is not made, such absence may, at the discretion of the supervisor, be applied to absence without pay. In circumstances beyond the control of the bargaining unit member such notification shall be made as early as possible on the day of

absence.

L. No bargaining unit member shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such bargaining unit member.

M. Bargaining unit members whose service with the Employer/University Administration is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Bargaining unit members 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 bargaining unit member's pension benefits. The estate of a bargaining unit member who deceases shall be paid twenty (20) percent of the value of his/her unused accrued sick leave at the time of death.

N. Sick leave credits earned by a bargaining unit member following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

O. A bargaining unit member who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary, without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

## **Section 20.2 Sick Leave Bank**

A. All bargaining unit members covered by this Agreement shall be members of the Sick Leave Bank on their campus. A bargaining unit member must make no contribution of time to the bank in order to be a member. The Sick Leave Bank on each campus will be administered by a Board consisting of two employees selected by the Union, two individuals selected by the administration, and a neutral Chair, to be selected by the four other members, who shall vote only in the event of a tie.

B. Starting with the effective date of this Agreement, the University will make no further contributions of time to the Sick Leave Banks. Additional time shall accrue to the banks only in the following ways:

1. Sick, vacation and personal time that would otherwise be accrued by employees during any time period during which they are being paid through the bank will instead accrue to the bank.
2. At any time that the total number of days in the bank falls below 500 on the Boston campus or 1,000 on the Amherst campus, each full-time employee shall donate seven and a half (7.5) hours of sick leave to the bank. A regular part-time employee shall donate sick leave in the same proportion that her/his part-time service bears to full-time service.

C. Before drawing days from the Sick Leave Bank, an employee must use up all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once an employee

has used up leave in accordance with this section, he/she shall immediately be eligible to draw days from the Sick Leave Bank.

D. Effective January 1, 2009, the Sick Leave Bank Policies in Appendix A of this agreement shall govern both the Amherst and Boston Sick Leave Bank Boards.

E. If the Sick Leave Bank Board is unable to make a determination regarding a request for benefits based on the information provided on the Sick Leave Bank application, the Board may request information it perceives will assist it in making a determination, and which is relevant to consideration of that application. Information that may be requested may include, but is not limited to:

- Clarification of the employee's and/or medical practitioner's portion of the application
- Submission of a completed federal Certification of Health Care Provider form
- A medical practitioner's written feedback regarding:
  - a) the Sick Leave Bank applicant's ability to return to his/her pre-injury/illness job (hours and duties), and
  - b) any job modifications necessary for this to occur.

This feedback will be made based on a copy of the applicant's University position description (as forwarded by the Board with its request for information) and a discussion between the applicant and medical practitioner regarding the applicant's University working environment.

This same information may be requested from a second medical practitioner. If this is requested, any resultant costs shall be paid by the University.

The purpose of such additional information shall be exclusively to aid the Board of the Sick Leave Bank in determining whether to grant, modify, or reject an application for drawing days from the Bank.

F. Application of Sick Leave Bank Policies and all Board procedures may be determined by each campus' Board.

### **Section 20.3 Paid Personal Leave Days**

On the first payroll day of the payroll month of January, full-time bargaining unit members will be credited annually with six (6) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the bargaining unit member and approved by the supervisor. Use of paid personal leave shall not be unreasonably denied. Any paid personal leave not taken by the last payroll day of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per fiscal year. Personal leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of fifteen (15) minutes and may be used in conjunction with vacation

leave. Full-time bargaining unit members hired into the bargaining unit, or returning from leave granted by the Sick Leave Bank, on or after the first payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited or Return from SLB Leave</u>
January 1 to February 29	5
March 1 to April 30	4
May 1 to June 30	3
July 1 to August 31	2
September 1 to October 31	1
November 1 to December 31	none

#### **Section 20.4 Bereavement Leave**

Upon the death of a spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, person living in the immediate household, or parent of a spouse or domestic partner, a bargaining unit member shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days. Evidence of the death may be required if the Employer/University Administration believes it necessary.

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

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the bargaining unit member may request to defer one of the days to the later date.

#### **Section 20.5 Voting Leave**

A bargaining unit member 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 20.6 Civic Duty Leave**

A. Bargaining unit members 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 supervisor by the bargaining unit member.

B. A bargaining unit member 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 University the jury fees if less than his/her regular rate of compensation for the period involved.



C. Jury fees, for the purposes 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. A bargaining unit member summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her supervisor except that this Section shall not apply to a bargaining unit member 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 a bargaining unit member for court services performed during a vacation period may be retained by the bargaining unit member. The bargaining unit member shall retain expenses paid for travel, meals, rooms, etc.

F. A bargaining unit member on court leave who has been excused by the proper court authority shall report to his/her department/program 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 bargaining unit member is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

### **Section 20.7 Blood Donation Leave**

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

### **Section 20.8 Professional Meeting and Conference Leave**

A. Subject to the approval of the supervisor, a bargaining unit member may be allowed to take a paid leave to attend professional meetings or conferences that are directly related to the bargaining unit member's responsibilities.

B. A bargaining unit member who is required to hold a license, registration, or certification as a condition of employment shall be allowed to attend professional meetings or conferences in order to secure or maintain the necessary license, registration, or certification, not to exceed five (5) days in a twelve (12) month period. The University shall, within budgetary constraints, support wholly or in part said bargaining unit member with regard to necessary expenses. The bargaining unit member shall, whenever possible, schedule attendance so as not to harm ordinary operation of the unit.

C. The University recognizes the benefits of professional staff participation as presenters at professional meetings, as officers of professional organizations, and as recipients of awards. Supervisors may permit attendance at meetings or conferences involving such participation where such attendance does not unduly interfere with normal operations of the unit. Supervisors may also provide financial support for these leaves where budgets

permit.

### **Section 20.9 Military Leave**

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

B. A bargaining unit member 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 a bargaining unit member under Section 59 of C.33, General Laws as amended.

### **Section 20.10 Allowed Time**

Bargaining unit members may request time off with pay for the purpose of attending Civil Service or Industrial Accident Board hearings or State Retirement Board physical examinations. Requests under this article shall be accompanied by a written notice from the agency involved. Approval under this article shall be granted by the supervisor subject to the needs of the department.

### **Section 20.11 Voluntary Services Leave**

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

### **Section 20.12 Organ Donation Leave**

Bargaining Unit Members may take a leave of absence of not more than 30 days in a calendar year to serve as an organ donor, without loss of or reduction in pay, without loss of leave to which he/she is otherwise entitled and without loss of credit for time or service. All leaves granted under this Section shall be done in accordance with Chapter 149, Section 33E of the Massachusetts General Laws.

### **Section 20.13 Employee Leave for Victims of Abuse**

The employer must provide up to 15 working days of paid leave, without loss of leave to which the employee is otherwise entitled and 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, including but not limited to: medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

All leaves granted under this Section shall be done in accordance with Chapter 149, Section 52E of the Massachusetts General Laws.

Human Resources may require documentation as per Section IV.B. of "An Advisory from

the Attorney General's Fair Labor Division Concerning M.G.L C.149, s52E *Employment Leave for Victims and Family Members of Abuse.*"

## **ARTICLE 21: HOLIDAYS**

### **Section 21.1**

The following days shall be holidays for bargaining unit members:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

### **Section 21.2**

In addition to the holidays listed in Section 21. 1, bargaining unit members shall not be required to work on the immediate two work days preceding the day on which the New Year's Day holiday is celebrated.

For purposes of the article and Section 39.10, such days shall be considered holidays.

It is understood that the parties will work toward closing for the other two days between December 25 and January 1. If this is not accomplished by the end of this contract, these dates may be the subject of bargaining in a successor agreement.

### **Section 21.3**

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

### **Section 21.4**

Bargaining unit members covered by this Agreement shall be subject to the Commonwealth's rules and regulations governing procedures to be followed in the event that any of the above holidays falls on a Saturday or a Sunday.

### **Section 21.5**

A bargaining unit member who is on leave without pay or is absent without pay for any of his/her scheduled workdays immediately preceding or immediately following a holiday shall not receive pay for that holiday.

### **Section 21.6**

A bargaining 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 supervisor at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the bargaining unit member such notice shall be made as early as possible on the day of absence.

### **Section 21.7**

Supervisors shall, whenever possible, rotate holiday coverage among those bargaining unit members whose skills are necessary to perform the functions required.

### **Section 21.8**

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

A full-time employee not scheduled to work on a holiday shall earn a full day (8 hours) of compensatory time for that holiday.

## **ARTICLE 22: VACATION**

### **Section 22.1 Vacation Accrual**

Bargaining unit members accrue paid vacation in accordance with the following schedule:

<u>Service Requirement</u>	<u>Vacation Credit Annual Accrual in Days</u>
Date of hire up to 5 years	20 days
5 years up to 10 years	21 days
10 years up to 20 years	22 days
20 or more years	23 days

Vacation continues to accrue in the following circumstances:

- During military leave. Upon return to his/her position the member will be credited with vacation leave as if they had been on the payroll during the absence for military leave
- While on leave with pay status.
- While on leave resulting from an industrial accident.

Vacation does not accrue to the member in the following circumstances:

- During an authorized leave of absence without pay.
- During the period of non-responsibility for members working a 43-week schedule.
- While on sick leave bank leave

Vacation accrues to a maximum of sixty-four (64) days.

A bargaining unit member who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her length of service for purpose of vacation accrual.

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

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

### **Section 22.2 Vacation Request and Usage**

A bargaining unit member may request to use vacation leave as it accrues. Vacation leave requests shall be granted unless, in the supervisor's opinion, it is impossible or impractical to do so because of work schedules or emergencies. The supervisor shall make reasonable efforts to insure that a bargaining unit member, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation.

If a conflict in vacation requests arises, the supervisor shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

A bargaining unit member who has available unused vacation leave, and who because of provisions of this article would lose such vacation leave, shall have such vacation leave converted to sick leave.

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 the supervisor is otherwise notified by the bargaining unit member, to **compensatory time**, personal leave, if any, then to vacation leave, if any.

### **Section 22.3 Payment of Vacation Time**

Payment of vacation shall be made at the employee's regular rate of pay at the time of vacation and shall not include any premium or differential payment. No payments will be made in lieu of taking vacation, except for accrued unused vacation leave at the time of termination.

### **Section 22.4 Payment Upon Termination of Employment**

A bargaining unit member whose service with the University terminates for any reason shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowance has already been made for that reason.

Upon the death of a bargaining unit member, the University shall authorize payment of vacation upon the establishment of a valid claim in the following order of precedence:

- First: To the surviving beneficiary(ies) designated by the member under the State Employee Retirement System.
- Second: To the estate of the deceased.

### **Section 22.5 Vacation Buy-out**

Employees with at least three (3) years of service as of June 1 of each year of this

Agreement shall be eligible to receive as a cash payment an amount equal to up to one week of the individual's accrued vacation leave, provided that the following conditions are met:

- 1) Documentation of one of the following scenarios must exist, and may consist of supervisor's acknowledgement in writing, copies of an email exchange between the employee and supervisor, or similar substantiation, and;
- 2) The employee must have requested vacation and been denied by the Supervisor. The employee must further request and have been denied a reschedule of the vacation within 30 days of the original date proposed;
- 3) Or, the supervisor has failed to respond to a request for vacation leave within 30 days and later denied the request;
- 4) Or, the supervisor has approved a request for vacation leave and later revoked that approval.

The decision to cash in vacation leave in accordance with this provision must be made by June 1. Vacation days cashed in shall be deducted from the employee's vacation leave balance. Payment shall be made no later than the last pay period in July. Payments made under this provision shall not be included on base salary for any purposes, including the calculation of retirement benefits or subsequent salary increases.

## **ARTICLE 23: TUITION DISCOUNT PROGRAMS**

### **23.1 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 on 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.
- (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). However, for the purpose of this article 43-week employees are considered 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, § 1B.
- (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 or any advanced law degree program 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, § 1B (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. It is required that the employee arrange to make up an equal amount of work time except in the case where there is a direct and immediate relationship between the course and the employee's work. In such case, a request may be made for "release" rather than "make-up" time. This request must be approved by the employee's supervisor and the campus Human Resources Office. 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 <sup>1</sup>	
Graduate Courses or Programs	100%
Undergraduate Courses or Programs	100%
Retired University Employees <sup>2</sup>	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 <sup>3</sup>	<b>60%</b>
Spouses and Dependent Children of Deceased University Employees <sup>4</sup>	<b>60%</b>

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

<sup>2</sup>One (1) program of study.

<sup>3</sup>One (1) program of study; undergraduate only

<sup>4</sup>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.

### **23.2 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.**

### **23.3 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.**

### **23.4 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 D.**

## **ARTICLE 24: HEALTH AND WELFARE**

### **Section 24.1 Group Health Insurance**

Unit members shall continue to be covered under the State's Group Health and Accident Insurance Plan pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

In the event that Chapter 32A of the General Laws is amended to permit the provision of group insurance benefits to domestic partners of Commonwealth employees, the Employer agrees that it will provide all group insurance benefits to such domestic partners to the same extent it provides to spouses of bargaining unit employees.

### **Section 24.2 Health and Welfare Plan**

#### **A. Funding**

Effective July 1, 2014 the employer agrees to contribute on behalf of each full time employee equivalent in the bargaining unit a total of fifteen dollars (\$15) per calendar week to the Massachusetts Public Employees Fund.

Effective December 31, 2016, an additional dollar and fifty cents (\$1.50) per calendar week per full time employee equivalent for a total of sixteen dollars and fifty cents (\$16.50) shall be paid to the Massachusetts Public Employees Fund. However, a labor-management discussion will occur prior to July 2016 to discuss the possibility of another amount to be contributed starting at this time.

The amount of contributions for each year shall be based on the number of full- time-equivalent employees in the bargaining unit as of the October payroll period during such

fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; provided, however, that for non-state-funded bargaining unit members at the University, the number of full-time-equivalent employees in the bargaining unit may be surveyed quarterly.

The contributions made by the Employer to the Massachusetts Public Employees Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administration expenses of the fund. The 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.

#### **B. Non-Grievability**

No dispute over a claim for any benefits extended by any Health and Welfare Fund shall be subject to the grievance and arbitration procedure established in Article 7.

#### **C. Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated in Section 24.2 above.

### **ARTICLE 25: RETIREMENT**

#### **Section 25.1**

Bargaining unit members shall be subject to the rules and regulations of the Commonwealth's Retirement System.

#### **Section 25.2 Post-Retirement Employment**

Unit members who retire from the University during the term of this Agreement may propose a post-retirement appointment of up to three years duration. During this post-retirement appointment, the total of retirement benefits and post-retirement salary paid by the University shall not exceed the salary paid at the time of retirement. The annual compensation received from the University for the post-retirement appointment shall not exceed fifty (50) percent of the annual salary at the time of retirement. The duties for a post-retirement appointment shall be defined and agreed to in writing by the bargaining unit member and the Employer/University Administration prior to the bargaining unit member's retirement.

Such appointments are at the discretion of the Employer/University Administration and are subject to existing law and all rules and regulations of the State Retirement Board. The decision of the Employer/University Administration not to approve a proposal for a post-retirement appointment shall not be grievable under the Grievance and Arbitration Procedure, Article 7.

## **ARTICLE 26: PAYROLL SYSTEMS**

1. The parties acknowledge that the University will be implementing new administrative computing and payroll systems. The Union agrees that there may be changes to current business practices, procedures and functions as a result. To ensure that the changes required by these systems (e.g. the change from a weekly to a biweekly payroll system), are introduced and implemented in the most effective and humane manner, the University and the Union will establish a special labor-management committee made up of an equal number of union and management representatives which shall be the sole forum to discuss the impact to the bargaining unit arising from the implementation of the systems. Nothing in this article is meant to waive any other provisions in this Agreement.

2. The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

In the extraordinary event that the Union alleges that an employee cannot comply with the electronic transfer of salary checks due to severe hardship such as inability to access a bank or financial institution during off hours, or there is no ATM available within a reasonable geographic distance from an employee's home, the Union shall request that the Human Resources Division/Department grant a Direct Deposit Exemption. The Human Resources Division/Department will review the request and respond within thirty (30) days of receiving such request. Denials of Direct Deposit Exemption Requests shall not be subject to the contractual Grievance and Arbitration Procedure.

## **ARTICLE 27: SALARY ADMINISTRATION/CLASSIFICATION PROGRAM**

### **Section 27.1**

The Salary Administration/Classification program which was agreed to by the Union and the Employer/University Administration is considered to be part of this Agreement. This includes both the classification system and the Policies and Procedures for Bargaining Unit Positions contained in the Professional Staff Salary Administration Program brochure.

### **Section 27.2**

In no event will any employee's 52 week salary be below the minimum of their position level.

In those instances where living quarters are provided to the employee (except in those instances where it has been agreed the value of the quarters shall not be deducted from the employee's salary), the value of such housing, as determined by the University, shall be included in the base salary of the employee for purposes of determining their minimum salary.

### **Section 27.3**

Notwithstanding any other language in this Article, the following shall apply to the Salary Administration Plan:

A. The Employer shall have the exclusive right to set ranges provided that the minima

and maxima are not lowered. The Union shall be notified in advance of implementation of an updated salary schedule.

Salary ranges shall be reviewed annually and adjusted appropriately. Upon the completion of each annual review, there shall be a labor/management meeting to discuss the results of the review.

- B. The Employer shall by this Agreement have the exclusive right to administer the Salary Administration Plan, provided such administration is within the provisions of this Agreement and the Salary Administration Program Brochure.
- C. Notwithstanding the Salary Administration Program referenced in this Agreement, when the University determines the salary range of a particular position or class of positions is insufficient to permit recruitment or retention of employees in those positions, Human Resources may associate the positions to salary ranges of a higher grade level. Such association shall occur when Human Resources determines the rate range that would normally be assigned is not competitive in the appropriate labor market. In such event the incumbent positions shall be paid at a rate no lower than the minimum of the associated range. Human Resources shall notify the Union of such association.
- D. The Employer/University Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruiting of a bargaining unit member by another employer. The Union shall be notified of all such increases as part of the monthly bargaining unit information provided to the Union. When requested by the Union, management shall provide justification of the approved salary increase.**
- E. The Appeals Board provided for in III.D and IV.I.4 Appeals Procedure of the Professional Staff Salary Administration Brochure shall be amended to provide that a neutral voting chairperson shall be chosen by the parties and shall be present to consider all appeals that come before the Board. The costs of such neutral shall be equally shared by the parties. Only the Union may initiate appeals to the Board by sending written notice of an Appeal to the Manager of Total Compensation at Amherst or the Director of Personnel at Boston. Such notice shall specify the employee appealing and the grounds on which they appeal. The Neutral Chairperson shall have demonstrated expertise in compensation (ACA certification preferred) and appropriate experience in dispute resolution.

## **ARTICLE 28: CONTRACTING OUT BARGAINING UNIT WORK**

Prior to the Employer/University Administration contracting out bargaining unit work, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services. If issues remain beyond the negotiated agreement, the labor management committee may then make a non-binding recommendation to the Employer/University Administration.

## **ARTICLE 29: EMPLOYEE EXPENSES**

### **Section 29.1 Mileage**

When a bargaining unit member is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the University Travel Policy, T92-031, as amended from time to time.

A bargaining unit member who travels from his/her home to a temporary assignment rather than to his/her regular assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment, or between his/her regular assignment and his/her temporary assignment, whichever is less.

Bargaining unit members shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator, a bargaining unit member's home may be designated as his/her regular office by his/her supervisor for the purpose of allowed transportation expenses in cases where the bargaining unit member has no regular office or other regular work location.

### **Section 29.2 Meals**

When a unit member is on travel status, he/she shall receive meal allowances in accordance with the University Travel Policy, T92-031, as amended from time to time.

Bargaining unit members who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or bargaining unit members who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

#### Meals Maximum Applicable Allowance

Breakfast	\$3.00	3:01 a.m. to 9:00 a.m.
Lunch	\$4.75	9:01 a.m. to 3:00 p.m.
Dinner	\$7.50	3:01 p.m. to 9:00 p.m.
Midnight Snack	\$3.00	9:01 p.m. to 3:00 a.m.

## **ARTICLE 30: LABOR/MANAGEMENT COMMITTEE**

### **Section 30.1 University Level**

There shall be established a committee to be known as the Labor/Management Committee. This committee shall be comprised of six (6) individuals, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the University and the Union, and the committee shall meet quarterly, or more frequently by mutual agreement. The purpose of this Committee shall be to discuss matters of unit-wide applicability which are of concern to the Employer/University Administration and/or the Union.

Either party may submit items for the agenda to the chairperson at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

### **Section 30.2 Campus Level**

There shall be established a committee at each campus to be known as the Campus Labor/Management Committee. Each committee shall be comprised of six (6) members, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the campus administration and the Union, and the committee shall meet every other month, or more frequently by mutual agreement. The purpose of the committee shall be to discuss matters of concern to the campus administration and/or the Union.

Either party may submit items for the agenda to the chairperson at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

Once each calendar year there shall be a labor-management meeting at the vice chancellor level to discuss issues relevant to that specific area. Representatives from the campus labor-management committee, as well as the vice chancellor and a limited number of individuals from that area, not to exceed six each from the union and management, shall be in attendance. This shall not preclude additional meetings by mutual agreement.

### **Section 30.3**

Decisions of the committees established above in Sections 30.1 and 30.2 shall be without prejudice or precedent.

### **Section 30.4**

Activities and decisions of the committees established above in Sections 30.1 and 30.2 shall not be subject to Article 7, Grievance and Arbitration Procedure.

## **ARTICLE 31: SALARIES**

### **Section 31.1 Salary Increases**

#### **A. Definitions**

**(1) The terms, “state tax revenues,” “budgeted revenues” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.**



**(2) For the purposes of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.**

**B. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.**

**C. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, if fiscal year 2018 tax revenues, as defined in paragraphs (1) and (2), above, equal or exceed \$27.072 billion, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.**

**D. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2018, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).**

**E. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2019, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).**

**Sections F, G, H, I, J, and K deleted.**

**L. The above salary increase shall be paid in accordance with eligibility criteria established in current Article 31.1.O.**

**M. All merit pools shall be calculated by campus.**

**N. Notwithstanding any existing practices, effective July 4, 2004, unit employees shall be eligible for costs associated with licenses and certifications. The following provisions shall apply:**

- 1. Only unit members who are required by law or by their job description to obtain,**

hold or maintain licenses or certifications shall be eligible for reimbursement.

2. Eligible unit members may be reimbursed up to five hundred dollars per year.
3. Reimbursement may be obtained for any costs associated with such licenses and certifications, including the costs of required continuing education.

**O. To be eligible for any salary increase contained in this section, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the pay period during which the such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay; *provided that*, for any member of the bargaining unit who was on the payroll on or after January 1, 2018, for the salary increases effective in July 2017, the provisions contained in this paragraph shall be suspended.**

**P.** The provisions of this article are subject to appropriations by the General Court, as provided in Article 36.1 of this Agreement.

**Q. Special Campus Needs Pool**

Effective July 8, 2007, an amount equal to three-tenths percent (0.3%) of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus. The parties agree to meet annually to determine a plan for the expenditure of the pool.

**Section 31.2 Performance Management Program and Merit Program**

**The provisions contained in this section shall be suspended during the period July 1, 2017 through June 30, 2020.**

The University and the Union acknowledge that performance evaluations shall be done in accordance with the Performance Management Program (PMP) jointly developed on each campus. The parties further agree that:

1. Merit is intended to recognize and reward meritorious performance and not be awarded for general salary increases which are provided separately for satisfactory performance.
2. Merit awards shall be related to the PMP evaluations. The parties agree that it is desirable to encourage, in every manner possible, consistency in the application of performance criteria. Management shall develop, offer and strongly encourage the use of yearly supervisory training in PMP evaluations. In addition, labor management committees on each campus shall meet to review the Performance Management Program and its implementation. These committees shall meet in a unit-wide labor management

committee to review the work of the campus committees and may engage in negotiations concerning the Performance Management Program.

3. There shall be the following relationships between PMP and the merit awards:

- a) An employee receiving an overall PMP evaluation of 1 or 2 shall not be eligible for a merit award.
- b) An employee receiving an overall PMP evaluation of 3 shall receive a Merit 1 award.
- c) An employee receiving an overall PMP evaluation of 4 shall receive a Merit 2 award.
- d) An employee receiving an overall PMP evaluation of 5 shall receive a Merit 3 award.
- e) On the Amherst campus, any employee who does not receive an overall PMP evaluation, but requests a PMP evaluation from their supervisor and completes the self review section (Section 3, Employee Annual Self Review) of the PMP shall receive a Merit 1 award.
- f) On the Boston campus, until such time as the Boston campus's PMP compliance rate equals that of the Amherst campus, Boston employees who do not receive a PMP evaluation shall have their pool contributions combined, and the pool shall then be divided equally per FTE among all contributors.

4. There will be no limitations on the proportion of bargaining unit members in any group who receive awards, providing that such awards do not constitute nor are distributed as across-the board increases.

5. Merit Agreement

- A. The time period being evaluated for merit increase will be the one year PMP performance evaluation period that ends closest to the merit increase dates. Any employee hired at least 9 months prior to the effective date of the Merit shall be considered for Merit as per 31.2.2.
- B. Supervisors are not to recommend dollar amounts of merit awards.
- C. A copy of the Agreement or summary guidelines will be given to all supervisors to assist them in making recommendations. At a minimum, this summation must include the following points:
  - 1. Merit is intended to recognize and reward meritorious performance and not to be awarded for general salary increases which are provided separately for satisfactory performance.
  - 2. In addition to the activities cited in Article 10. 2, all of the following may be considered in the official job description:
    - a. Performance of duties established in making merit awards;
    - b. Contributions beyond the scope of the official job description which are related to and demonstrably benefit the operational unit;
    - c. Activities outside of the operational unit which may or may not have a direct bearing on the operational unit but which demonstrably benefit the campus and/or the University.

3. Merit awards are not to be used to compensate for non-performance factors (e.g. current salary, recent promotions or equity increases).
  4. If an employee is absent for any portion of the time being evaluated, he/she shall be evaluated on his/her contribution over the entire evaluation period.
  5. Following distribution of this Agreement or summative guidelines, employees shall have one week to provide input concerning their contributions during the evaluation period. The immediate supervisor shall solicit input concerning the employee's contributions and overall rating from the intermediate supervisor and any supervisors the employee had during the time period being evaluated.
- D. On each campus, there will be a merit pool established for those unit members for whom annual PMP reviews have been completed prior to the effective date of the salary increases. The makeup of this pool shall be determined by the University and provided to the Union for review and comment.
  - E. There shall be a pool administrator for each pool who shall review the distribution of merit awards within the pool. This review can include reviewing supervisors' ratings, gathering justifications, looking for patterns, and insuring supervisors use the Performance Management Program and other criteria appropriately.
  - F. The merit distribution at each campus shall be done as follows:
 

Merit 1	X dollars plus Y%
Merit 2	X dollars plus 3Y%
Merit 3	X dollars plus 6Y%

X will be calculated separately for each campus and separately for each year's merit increase. X will be calculated by the following formula: The average FTE salary as of the day before the Merit effective date, multiplied by the Merit Pool Percent, divided by two.

Y will be calculated such that all money in the pool is given out to unit employees. Note "Y%" represents a percentage of each employee's salary.

- G. On the Amherst campus, each Vice Chancellor may hold back up to 5% of his/her pool. These hold-back funds may be given out only in response to requests from pool administrators.

Funds may be awarded from this hold-back pool for either of the following purposes:

1. Augmenting a pool for purposes such as addressing lower average salaries within units.
  2. Inter rater error that has not been fully considered.
- H. Any unused money from the held back pool shall be returned to the subpools. In this case, "X" will be recalculated for the subpools.
  - I. The maximum allowable award shall not exceed \$2400 for each merit award in this

contract. The Chancellor for each campus may, with notice to the Union, exceed this maximum and supplement an award from funds which are not part of the merit pool.

- J. Employees will be notified of their rating and award and provided an accompanying justification. Employees whose awards include an allocation through Section 31. 2 4. G or I shall have that referenced in their justification. Employees who do not receive a merit award will be notified by a standard form letter. A supervisor who is not recommending merit for an eligible unit member shall, at the request of the employee, meet with the employee to discuss the reasons for not recommending merit.
- K. This article is subject to the grievance and arbitration process; however, where management discretion is allowed, that discretion is not subject to the grievance and arbitration process.
- L. When all funds in the merit pools outlined in the collective bargaining agreement are distributed, the University shall have fulfilled its obligation to the Union and its membership. The University is responsible for ensuring that a merit award determination is made for each eligible bargaining unit member.
- M. The Union shall receive a list showing all final awards within 30 days of the awards appearing in employees' paychecks, including employee name, employee id number, department, Vice Chancellery, annual salary as of the date of the constitution of the merit pool, PMP rating, merit rating, merit award, any allocation from either the Vice Chancellor's hold back pool or the Chancellor's supplement, new annual salary, the X, the Y, the total campus pool, and in Amherst the pool for each Vice Chancellery.

### **Section 31.3 Additional Compensation**

A. In recognition of the significant levels of education or valuable equivalent professional experience achieved and maintained by the professional staff, and in recognition of the opportunity to provide the University with a highly professional pool of resources for additional duties as a benefit to the University or as a service to citizens of the state and the nation, compensation is permitted for certain additional professional services with the following principles:

1. Each member of the bargaining unit is under obligation to render to the University and to his/her department/unit the highest level of service of which he/she is capable. No additional services shall be undertaken, with or without compensation, which interfere with the discharge of assigned duties and responsibilities.
2. When additional compensation is to be paid by grant or trust monies, such funds must be budgeted and encumbered in advance, and all payments must conform to any regulation governing the grant or trust.
3. When additional compensation is to be paid by state monies, state subsidiary account 03 will be the only acceptable payment source, subject to the regulations established by the state, University, and department/unit.
4. Should the use of University facilities, equipment, or supplies be required, approval

for such use must be obtained in advance from the appropriate Department Head, Director, Dean or Vice Chancellor. A reasonable fee may be levied by the University for use of such facilities, equipment, and supplies, and shall be determined by the Treasurer of the University, upon recommendation of the respective Department Head, Director, Dean, or Vice Chancellor.

5. Section 31.3 shall apply to all bargaining unit members, regardless of length of contract, source of funding, or classification. All bargaining unit members shall be eligible for additional compensation as outlined in this article, except when specifically excluded or prohibited.
6. All requests for participation in and payment of additional compensation are subject to the prior written approval of the designated campus officer(s) responsible for determining appropriateness and eligibility.

B. Members of the bargaining unit are permitted to participate, with or without compensation, in:

1. all authorized programs administered by the Division of Continuing Education,
2. programs that provide new processes for development by Massachusetts industrial and agricultural interests, programs requiring the performance of a service role to and for the citizens by undertaking programs from agencies of the state and federal government, foundations, or other sources for the use and benefit of all,
3. programs or services sponsored by a University unit, which promote personal or professional growth and enrichment and provide benefit to the University, provided such participation conforms to the following stated principles:
  - a. Bargaining unit members may not participate in any approved program without prior written approval from their Department Head, Director, Dean, or Vice Chancellor.
  - b. Requests for participation in programs under Items B.2 and B.3 above must be accompanied by a brief description of the service to be provided, the unit to be served, and its potential benefit to the University prior to any commitment being made.
  - c. All such services and participation shall be in addition to and exclusive of the regularly assigned duties and responsibilities normally performed by the bargaining unit member and as reflected in the current job description of record.
  - d. Total compensation for all such services may not exceed, in a given calendar year, an amount greater than twelve percent (12%) of the bargaining unit member's then current base annual salary, and may be administered at rates established by existing compensation schedules such as that, for instance, used by the division of Continuing Education, or at rates based on existing compensation for comparable service and required expertise, provided it can be determined that such additional duties do not fall within the scope of duties and responsibilities assigned said bargaining unit member in his/her official job description. Should it be determined that the additional services fall within the scope of duties and responsibilities assigned in the official job description, then

no additional compensation will be paid.

- e. Members of the bargaining unit may participate in coaching athletic teams or teaching academic courses for credit for additional compensation in excess of twelve percent (12%) of their base annual salary.

When any such coaching or teaching program occurs during an employee's regular workday, the employee must establish a written alternative work schedule with the approval of the employee's supervisor and the appropriate vice chancellor.

No employee may participate in more than one (1) coaching OR teaching program simultaneously and no employee may participate in more than two (2) coaching or teaching programs in any calendar year; unless such participation does not result in additional compensation in excess of twelve percent (12%) of their base annual salary or the University permits an employee to participate in additional activities due to extraordinary circumstances.

C. No bargaining unit member may participate in additional compensation if:

1. The additional duties would bring him/her as an expert, or in any other capacity, into conflict with Chapter 268A of the Massachusetts General Laws, or the interests of the University or Commonwealth.
2. The additional duties occur in what would be defined and/or perceived by the supervisor as falling within the normally scheduled working hours, unless the bargaining unit member requests and is granted the use of personal time, vacation time, or leave without pay. The use of such vacation time, personal time, or leave without pay may be denied if, in the opinion of the appointing authority, it is impossible or impractical to do so because of work schedules or other emergencies.

#### **Section 31.4**

Salary increases made pursuant to this Article are not subject to the limits of the general salary scales for employees of the Commonwealth.

### **ARTICLE 32: NO STRIKE/NO LOCKOUT**

#### **Section 32.1**

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

#### **Section 32.2**

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

#### **Section 32.3**

The Employer/University Administration agrees not to engage in the lock-out of bargaining

unit members.

### **ARTICLE 33: SUCCESSORSHIP**

This agreement shall be binding upon the successors and assigns of the parties hereto; and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever, by any change in the regular status, affiliation, structure, or management of either party.

### **ARTICLE 34: SAVINGS CLAUSE**

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the parties agree to reopen negotiations on the provision(s) found to be null and void.

### **ARTICLE 35: EFFECT OF AGREEMENT**

#### **Section 35.1**

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

#### **Section 35.2**

The Employer/University Administration is not bound by any past practice of the Employer/University Administration, unless such past practice is specifically stated in this Agreement.

### **ARTICLE 36: COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

#### **Section 36.1**

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 Board of Trustees, in which case the cost items shall be effective on the dates provided in this Agreement.

#### **Section 36.2**

All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded bargaining unit members.



### **Section 36.3**

The Board of Trustees 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.

## **ARTICLE 37: PROBATIONARY PERIOD**

### **Section 37.1**

Employees hired or re-hired into a position in the bargaining unit as the result of a search shall be considered as probationary employees for the first twelve (12) months of continuous employment in that position following the completion of the search.

However, a bargaining unit member hired as a result of a search, who has been holding the same position through a temporary appointment, shall serve his/her probationary period with the following limitations:

- a) a temporary appointment of up to six (6) months: the additional probationary period, when added to the temporary appointment, shall total twelve (12) months;
- b) a temporary appointment of more than six (6) months, but not more than twelve (12) months: the additional probationary period shall be six (6) months;
- c) a temporary appointment of more than twelve (12) months: the probationary period, when added to the temporary appointment, shall not total more than eighteen (18) months.

### **Section 37.2**

If a bargaining unit member requests and is granted an unpaid leave of absence under Article 19 during his or her probationary period, the probationary period shall be extended by a period equal to the period of leave taken by the bargaining unit member.

### **Section 37.3**

The purpose of the probationary period is to provide for the evaluation of an employee. In order to assist a bargaining unit member to complete successfully the probationary period, the immediate supervisor shall advise him/her of any deficiencies and give him/her the opportunity for corrective action, as is done for all bargaining unit members (see Article 15, Section 3). No termination shall occur without this process being followed, except as provided for under Article 8.2. During the probationary period, a bargaining unit member shall not have recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

### **Section 37.4**

An employee, having successfully completed an initial probationary period in the bargaining unit and whose campus bargaining unit service is continuous, shall not serve an additional probationary period when changing jobs within the bargaining unit.

## **ARTICLE 38: SUPERVISION**

The University and the Union jointly agree that effective supervision is essential for high productivity and employee morale, and that it is the goal of the University that every bargaining unit member shall receive the best possible supervision. Toward that end, the parties agree that:

- a) The "Supervisory Leadership Transformation" pilot project of Administration and Finance and SEIU 509 at the Amherst campus will be reviewed for use by other divisions on the Amherst campus in defining and promoting high quality supervision in the rest of the bargaining unit. The pilot project will be reviewed and implementation plans effected no later than June 30, 1999. On the Boston campus a joint labor-management committee will work to define the elements of training high quality supervisors.
- b) The University will make every effort to provide ongoing training and support for supervisors who interact with members of the bargaining unit.
- c) The University and the Union jointly agree that effective supervision is essential for high productivity and employee morale. Effective supervisory skills shall be the goal of every University employee with supervisory responsibilities. The University and the Union jointly agree to pursue a performance management or similar program, which includes ongoing communication and feedback between employees and supervisors as part of the process.

## **ARTICLE 39: NON-EXEMPT MEMBERS**

### **Section 39.1 Applicability**

A. This article applies only to those members determined to be covered by the overtime provisions of the Fair Labor Standards Act. This article does not apply in any respect to members of the bargaining unit determined to be exempt from the overtime provisions of the Fair Labor Standards Act and shall not serve as a model or guidance for the terms and conditions of employment applicable to exempt members in this bargaining unit.

B. The terms of this Article supersede any provision of this Agreement with which they conflict with respect to members determined to be non-exempt.

### **Section 39.2 Determination of Status**

A. The determination of whether a member is covered or not covered by the overtime provisions of the Fair Labor Standards Act shall be made by the University, by applying federal laws and regulations, and shall not be subject to the grievance and arbitration provision of this Agreement.

B. The determination of whether a specific state title applies to a given member shall be made by the University and shall not be subject to the grievance and arbitration provision of this Agreement.

### **Section 39.3 Schedules less than 52 weeks**

Members may be hired into or placed on a work schedule that is less than 52 weeks. The period of time that the member is not scheduled to work will be considered unpaid time unless s/he uses accrued vacation or personal time. Sick and vacation leave and creditable service toward retirement will not accumulate when the member is on unpaid time.

### **Section 39.4 Hours of Work**

A. The official workweek for payroll purposes begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday.

B. The regular hours of work for full-time members shall be 37.5 hours per week excluding meal periods. Work schedules may vary among departments and may include part-time schedules, required overtime, and flexible or seasonal schedules to accommodate the operational needs of the department.

C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. To the extent practicable, members who work in departments with continuous operations shall receive two (2) consecutive days off in each seven-day period; however, this does not apply to members who work on a rotating shift schedule and to those who work in departments which have mandatory staffing requirements due to licensing standards or the safety needs of the University.

D. Departments may schedule employees to work on other than a typical day shift. A second shift commences at 2:00 p.m. or after and ends no later than 12:00 a.m. A third shift commences at 10:00 p.m. or after and ends no later than 8:00 AM.

E. Members shall record attendance in accordance with procedures established by the University. These procedures may include the requirement to record arrival and departure times at the start and end of each workday. The University will notify the Union thirty (30) days prior to making a change in the existing method of recording attendance.

F. When the department desires to change a member's work schedule and/or workweek the affected member shall have the rights contained in Article 14 concerning transfers and reassignments. The work schedule of a member shall not be changed to avoid the payment of overtime of five days or less. Minor schedule adjustments, of an hour or less per day, shall not be subject to Article 14. In cases of emergency involving the protection of University property or the health and safety of people whose care has been entrusted to the University, such discussion and/or written notice shall not be required.

### **Section 39.5 Overtime**

A. Base pay for calculating the overtime rate for non-exempt members shall be determined by applicable law. The base hourly rate is calculated by dividing annual salary by 1950 hours.

B. Members rendering service on a second shift will receive a shift differential of at least one dollar (\$1.00) per hour for each hour worked. The shift differential will be paid in

addition to regular salary when the entire workday is on a second or third shift.

### **Section 39.6 Overtime**

A. Overtime must be authorized in advance by a department head or supervisor. However, all overtime will be paid even if prior authorization was not given. Members who work overtime which has not been previously authorized will receive the applicable overtime rate for such work, but the parties agree such occurrences will be addressed appropriately by supervisors to prevent them from recurring.

B. Supervisors will attempt to provide members with advance notice as soon as the need for overtime work is determined. However, advance notice may not always be possible.

C. Overtime status exists when total actual work hours from all sources within the University exceed forty (40) hours in a workweek (Sunday through Saturday) or eight hours in a day.

D. With the exception of paid sick time, all time for which an employee is on paid leave status shall be considered actual time worked for the purpose of calculating overtime. If sick leave is taken in a week of mandatory overtime, an employee may substitute alternate time (vacation, holiday compensatory or personal) up to three (3) times per year.

This provision shall take effect on January 1, 2016. The parties shall meet in the meantime to further bargain over the implementation of this language on that date, including with regards to such matter as mandatory overtime and substituting time.

E. A member will receive compensation for authorized overtime work as follows:

- The member will be paid at his/her regular hourly rate of pay for all hours worked up to forty (40) hours in any given work week and eight (8) hours in any given work day.
- The member will be paid one and one-half times the regular hourly rate of pay (plus shift differential, if any) for all hours worked beyond forty (40) hours in any given work week and beyond eight (8) hours in any given work day.
- Upon the member's request and consistent with staffing and business needs, the department may authorize compensatory time off, calculated at one and one-half times the overtime hours worked beyond forty (40) hours in any given work week and beyond eight (8) hours in any given work day, in lieu of paid overtime. Such compensatory time must be recorded, **and** may be accumulated up to 240 hours.
- Members who have accrued the maximum amount of compensatory time shall be paid the hourly rate authorized for overtime work. Upon termination of employment, a member will be paid for all unused compensatory time at the member's final regular rate of pay.

F. Members will normally receive payment for overtime in the pay period following the period in which such overtime was worked, providing that the time record was properly prepared, approved, and forwarded to payroll for processing in a timely manner.

G. There shall be no duplication, pyramiding, or compounding of any premium wage payments.

H. Prior to invoking compulsory overtime, if safety and security permits, the department will solicit volunteers beginning with the member that has earned the least overtime during the current fiscal year and proceeding to the member with the next least amount of overtime. If two or more members have earned the same amount of overtime during the fiscal year, the department will solicit volunteers from among those members in order of seniority. This process will continue until a volunteer is found. If volunteers are not available, the department will require a member to perform such work in order of inverse seniority. Overtime will not be assigned unreasonably. A member may not refuse to perform compulsory overtime, except for reasons acceptable to the department.

### **Section 39.7 Meal Periods**

An unpaid meal period will be scheduled as close to the middle of the shift as possible, considering the needs of the appointing authority and the needs of the member. In no case will the scheduled meal period be less than thirty (30) minutes nor more than sixty (60) minutes in length unless there is mutual agreement between the supervisor and the member to extend beyond the sixty (60) minutes for special occasions. During overtime work hours, the department will schedule additional unpaid meal periods as are reasonable. Meal periods are not cumulative and may not be used to shorten the length of the workday.

Any time a member is required to work (e.g. not relieved of his/her post, station or duty) during a meal break is considered time worked and must be compensated.

### **Section 39.8 Rest Periods**

One fifteen-minute rest period will be given to members during each four-hour work period. Rest periods are not cumulative and may not be used to shorten the length of the workday.

### **Section 39.9 Standby**

A. Departments will specifically designate in writing those members who are to be in standby status, if any. Standby status means that the member is free to engage in activities for his or her own purpose but must be available and ready for duty upon receipt of a message to report to work.

B. A member on standby status is responsible for keeping the University aware of his/her whereabouts and must be immediately accessible by telephone or beeper.

C. A member who is required by the department head to be available to report for duty shall be reimbursed at a rate of at least thirty-five dollars (\$35.00) for each stand- by period, defined as fifteen (15) hours for any night duty and nine (9) hours for any daytime duty.

### **Section 39.10 Holidays**

In addition to the paid holidays and applicable language contained in Article 21 of this agreement, this section provides the terms and conditions under which paid holidays are provided and administered to non-exempt employees within the unit.

A. If a holiday occurs on a member's regularly scheduled workday but the member is not required to work that day, the member is entitled to receive his/her regular day's pay. If a holiday occurs on a member's regularly scheduled day off and the member's normal work week is at least five (5) days, the member is entitled to receive either one day of pay at his or her regular rate or one (1) compensatory day.

B. A member who is required to work on a holiday shall, at his or her request, be compensated at the rate of two (2) times the regular rate of pay or shall receive pay for one (1) day at the regular rate plus one (1) compensatory day.

C. Whenever the department has been informed that any work day has, in whole or in part, been declared a skeleton day, the department head will determine who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

D. A member who is on unauthorized leave without pay for any of his/her scheduled work day immediately preceding or immediately following a holiday or who is on authorized leave without pay for the entire work day immediately preceding and immediately following the holiday shall not receive pay or a compensatory day off for that holiday.

E. A member scheduled to work on a holiday who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the department at least one hour prior to the beginning of the work day. In circumstances beyond the control of the employee, such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

F. Members who render service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall receive a holiday differential of at least one dollar (\$1.00) per hour worked between the hours of 11:00 p.m. on the holiday eve and 11:00 p.m. on the holiday.

### **Section 39.11 Meetings and Training Programs**

A. Staff must obtain supervisory approval prior to attending seminars, lectures, meetings, training program, and similar activities.

B. Attendance will be counted as time worked unless all four of the following criteria are met:

- Attendance is outside the staff member's regular working hours.
- Attendance is voluntary and not required by the employer or perceived by the staff member as a condition of his/her employment.

- The program is not directly related to the staff member's job.
- The staff member does not perform any productive work during attendance.

### **Section 39.12 Travel**

On occasion, non-exempt unit members may be required to travel on university business. The following table addresses the circumstances under which travel time is compensable or not compensable.

<b>Travel Category</b>	<b>Compensable Time</b>	<b>Non-compensable Time</b>
<b>Commuting</b>	<ul style="list-style-type: none"> <li>• Performing authorized work- related errands while commuting from home to work or from work to home.</li> <li>• Transporting or delivering materials or equipment to a job site prior to the start of the work day and/or returning materials or equipment after the end of the work day</li> <li>• Transporting other employees to work sites, to the office, or to their homes either before or after the workday at management request</li> </ul>	Ordinary travel from home to work (commuting time)
<b>Travel During the Work Day</b>	<ul style="list-style-type: none"> <li>• Time spent in travel as part of the member's principal job activity (i.e., travel between job sites).</li> </ul>	
<b>One-Day Assignment in Another Town or City</b>	<ul style="list-style-type: none"> <li>• Time spent traveling to and returning from a one-day required assignment in another city or town regardless of whether employee is the driver or the passenger, regardless of whether the travel cuts across the normal work schedule.</li> <li>• Time spent at required conference, meeting, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Normal commuting time will be subtracted.</li> <li>• Time not worked even if it cuts across the employee's regular work schedule (e.g., employee goes sight-seeing instead of attending a conference session, the conference sessions are only from 9am to 3 pm. etc.).</li> <li>• Meal periods and social activities where attendance is not required and work is not performed</li> </ul>

<b>Travel Away From Home Community (Overnight Travel)</b>	<ul style="list-style-type: none"> <li>• Any portion of authorized travel, including time spent waiting at an airport, bus station, etc., that cuts across a member's normal work schedule, including non-work days.</li> <li>• If an employee travels between two or more time zones, the time zone associated with the point of departure determines whether the travel falls within normal work hours.</li> <li>• Riding as a passenger when the member is required to perform work (for example, to serve as an assistant or helper, respond to email, take business-related phone calls, etc.).</li> <li>• Driving a vehicle, regardless of whether the travel takes place within or outside normal work hours.</li> <li>• Time spent attending authorized conferences, meetings, etc.</li> <li>• Required attendance at meals or meal breaks where work is performed.</li> <li>• Required attendance at social functions.</li> </ul>	<ul style="list-style-type: none"> <li>• Any portion of authorized travel, including time spent waiting at an airport, bus station, etc., that falls outside of normal work hours.</li> <li>• Riding as a passenger outside of normal work hours where work is not required.</li> <li>• Travel between hotel and meeting site.</li> <li>• If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available and paying for travel by car would exceed the cost of the authorized mode, only the estimated travel time associated with the authorized mode will be counted as hours worked</li> <li>• If the University authorizes hotel accommodations for overnight travel but the employee prefers to drive home each evening.</li> <li>• Regular meal periods where work is not performed and attendance is not required.</li> <li>• Voluntary attendance at social functions.</li> <li>• Time spent outside of the conference or meeting (e.g., employee goes sightseeing instead of attending a conference session, the conference sessions are only from 9a.m. to 3 p.m., etc.)</li> <li>• Time spent sleeping unless the member has the primary responsibility for the safety and welfare of students.</li> </ul>
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### **Section 39.13 Emergency Closures**

**When the University is closed due to emergency situations such as a snowstorm or other circumstances, non-exempt employees designated as essential who are required to work, or non-exempt employees who volunteer and are approved to work, shall, at the employee's request, be compensated at the rate of two (2) times the regular rate of pay or receive the regular rate of pay and compensatory time for each hour worked.**

### **Section 39.14 Call-Back Pay**

**An employee who has left his/her place of employment after having completed work on his/her regular shift and who is called back for unscheduled work prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate.**

## **ARTICLE 40: DURATION**

### **Section 40.1**

This Agreement shall be in effect through midnight of June 30, 2020 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

### **Section 40.2**

Should a successor Agreement not be executed by June 30, 2020, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2020.

### **Section 40.3**

This Agreement is entered into and shall become effective July 1, 2017, and when it is signed by the President of the University.

## **SIDE LETTERS**

### **SIDE LETTER: LIABILITY INSURANCE**

Within budgetary constraints, the Employer/University Administration will make a reasonable effort to continue the current level of liability insurance in effect at the University.

### **SIDE LETTER: MALPRACTICE INSURANCE**

The Employer/University Administration will, for the life of this Agreement, continue to maintain the existing employee reimbursement practice or policy coverage for malpractice insurance as is currently in existence for those members of the bargaining unit now covered and who are employed at the University Health Services on the Amherst and Boston campuses.

**SIDE LETTER: GRANT AND CONTRACT FUNDED BARGAINING UNIT MEMBERS**

The Employer/University Administration and the Union agree that if funding for benefits for bargaining unit members is not approved in a grant or contract by the granting or contracting agency after the Principal Investigator has made a request for funding for benefits under Article 17, the University shall have no obligation to provide benefits for the affected bargaining unit members

**SIDE LETTER: TEMPORARY LAYOFFS**

Notwithstanding the provisions of Article 13, the parties agree that, should a temporary layoff of bargaining unit members be necessary, the parties shall bargain the procedures to be used in such a layoff.

**SIDE LETTER: SENIORITY**

The parties agree that for the purpose of calculating seniority, bargaining unit members in the UMass Extension Program shall receive credit for all years of service earned in the County Extension Program prior to their appointment to the University, subject to the provisions of Article 12, Seniority.

The parties agree for the purpose of calculating seniority, bargaining unit members who were employed at Boston State College shall receive credit for all years of service earned at Boston State College, subject to the provisions of Article 12, Seniority.

**SIDE LETTER: 43 WEEK EMPLOYEES**

The parties agree that the Labor-Management Committee shall investigate and address issues concerning vacation usage by employees whose schedule has them working only 43 weeks per year.

**SIDE LETTER: DOMESTIC PARTNERS**

The term “domestic partner” as used in this Agreement, shall mean a person of the same sex as a unit member, with whom the unit member lives in a committed relationship that involves personal and economic bonds; provided, however, that effective on the date of execution of this agreement, and until and unless the right of same-sex partners to marry in Massachusetts is abridged or abolished, the term “domestic partner” shall not include a person of the same sex if the unit member has the right to marry such person without potentially affecting the rights of either partner. Matters concerning the interpretation or application of this provision may be referred to the Labor Management Committee referenced in Article 30.

**SIDE LETTER: EVENING/NIGHT/WEEKEND PAY IN NURSING SERVICES**

Bargaining unit members in Nursing services who are registered nurses, nurse practitioners, and physician's assistants, and who are performing these duties, shall receive at least the following amounts for regularly scheduled evening, night, or weekend responsibilities:

- For Evening responsibility, add \$2,500 to annual base salary;
- For Night responsibility, add \$3,500 to annual base salary;
- For Weekend responsibility,

- One weekend per month, add \$750 to annual base salary;
- Two weekends per month, add \$1,250 to annual base salary;
- Three weekends per month, add \$1,750 to annual base salary;
- Four weekends per month, add \$2,250 to annual base salary.

These adjustments shall apply only so long as the bargaining unit member has regularly scheduled evening, night, or weekend responsibilities.

#### **SIDE LETTER: WELLNESS PROGRAM**

The parties agree that programs that promote employee wellness are desirable for the University's work force. Each campus labor/management committee will review the issue of wellness programs for employees in the bargaining unit. An effort will be made by both parties to engage participation beyond the SEIU bargaining unit. The committee will issue a report to the respective Assistant Vice Chancellors for Human Resources at each campus for review with senior leadership at each campus. Such report and review should be concluded by June 30, 2002.

#### **SIDE LETTER: PROFESSIONAL IMPROVEMENT LEAVE**

The parties agree that Trustee Policy on Professional Improvement Leave shall remain in full force and effect for bargaining unit members for the life of the Agreement:

Professional non-academic staff are eligible for leave for professional improvement in cases where it can be clearly demonstrated that such leave will result in specific benefit to the University. Such leave shall be available as a matter of privilege rather than as a right and shall be granted to an eligible staff member only in those cases where the following conditions have been met:

- A. Such leave shall require prior approval of a specific proposal for professional improvement which outlines the benefits expected for both the University and staff member. This approval must be given by the President for staff in the Office of the President and the Chancellors and the Dean of the Medical School for staff on their respective campuses.
- B. The professional non-academic staff member has completed six years of equivalent full-time professional service at the University. [In the case of employees with 43 week appointments, 43 weeks of full-time service shall constitute one year of service.]
- C. Leave for professional improvement shall not exceed five and one-half months at full salary or eleven months at half salary, but leave may be for shorter periods at greater frequency as may mutually benefit the individual and the University.
- D. The leave for professional improvement will not result in a net salary cost increase to either the University or the department with which the staff member is associated.
- E. The University will consider payment of tuition and registration or similar costs attendant with such leave. Payment requires approval by the same official who approves the leave.
- F. Staff members who receive approval for professional improvement must return to

their duties at the University for at least one full year of service immediately following the expiration of the leave. Failure to comply will obligate the individual to return the salary received during the leave and any other fees paid by the University unless an exception is made by the Board of Trustees.

- G. In addition, an individual may be granted shorter-term professional leave after two years of equivalent full-time service to the University. Such leave may be of varying duration not to exceed two months within any two-year period and shall be at full pay. Such leave shall be approved by the President for staff in the Office of the President, and the Chancellors and the Dean of the Medical School for staff on their respective campuses. This approval shall be based on a proposal which clearly demonstrates the benefit to be gained by the University from the staff member's exposure to new ideas, skills and practices. Exceptions to these requirements are possible only upon special justification made to the officer whose approval is required. Paragraphs D, E, and F above shall also apply to this shorter-term leave, except that six months service upon return instead of the one-year service of Paragraph F shall be required.

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

#### **SIDE LETTER: COST SAVINGS INITIATIVES**

The Union and the University agree that this side letter shall take effect in any fiscal year after FY 2001 in which a layoff of at least 6 employees at the Boston campus or 14 at Amherst (or 5 in any one Executive Area at Amherst) of non-grant or contract funded bargaining unit members is anticipated due to decreases in state appropriations or the decreased growth of state appropriations or lack of growth in trust fund revenues. If such layoffs seem probable, the administration shall notify the Union and a committee made up of three (3) persons nominated by the Chancellor of the campus or his/her designee and three (3) persons nominated by the campus Chapter Chairperson of PSU/MTA/NEA shall meet and identify which, if any, of the following cost savings options they recommend, by majority vote, to the Chancellor for consideration on that campus. Such recommendations shall be in writing and shall be given to the Chancellor or his/her designee within thirty (30) days of delivery of the notice described above. If the committee deadlocks on any option it shall be sent forward as one which they could not agree on and the Chancellor shall make a decision on including it. An employee whose proposal for a cost savings option is denied may request a meeting with the Vice Chancellor to review the decision and examine other alternatives. The denial of an offered alternative shall not be subject to the grievance and arbitration procedure.

In anticipation of possible budgetary cuts in any fiscal year in which this agreement is in effect, the University and PSU/MTA/NEA, have agreed to make available to bargaining unit members who are on state or trust funds the options listed below which may represent a means of achieving savings. Any savings achieved through the implementation of these cost

savings options shall be used to reduce the number of layoffs required. At the conclusion of the process the Union shall be notified which proposals were accepted, which rejected, and the projected amount of money saved.

A bargaining unit member who wishes to propose one of these options should submit the proposal to his/her department head. The department head shall forward the proposal, together with his/her recommendation to the appropriate Vice Chancellor, with a copy to the unit member. The Vice Chancellor shall forward the proposal, the department head's recommendation, and his/her own recommendation (with a copy to the unit member) to the Chancellor or designee, who will make the final decision on whether to approve the proposal.

The Committee shall consider the following options, as well as any others brought to its attention by the administration and bargaining unit members:

- A. Severance payments for employees facing layoff.
- B. Voluntary reduction in force.
- C. Forty-three week or reduced work year.
- D. Voluntary reduced workweek.
- E. Voluntary unpaid leave of absence.
- F. Intermittent time off without pay.
- G. Job sharing.
- H. Staff development leave.

#### **SIDE LETTER: PARKING**

1. A joint labor management multi-union committee, consisting of any UMass Boston union which chooses to participate, shall be established for the purpose of discussing any proposed changes in parking fees for members of the bargaining units at the UMass Boston campus. This committee shall convene no later than April 3, 2012 and meet regularly through October 31, 2012. This committee shall be charged with reaching a mutually agreed-upon proposal and will be empowered to reach understandings in parking rate changes and other provisions associated with travel to and from the UMass Boston campus. A mutually agreed-upon proposal to increase parking fees may be implemented at any time.

In the event no agreement is reached on or before October 31, 2012, the parties shall request the participation of a mutually acceptable third party neutral from the American Arbitration Association. This individual shall engage both parties in a full day session to mediate disparities in each party's proposals. At the request of both parties, this mediation engagement can be extended to a second day. In the event that an agreement is not reached during the initial day or the mutually agreed- upon second day, the matter shall proceed to interest arbitration before a mutually acceptable third party neutral from the American Arbitration Association. The findings of the arbitrator shall be binding upon all parties. Prior to the engagement of any neutral, at least four days shall be reserved as mediation/arbitration days. The cost of the neutral(s) shall be borne equally by both parties.

2. Until changed by future collective bargaining agreements, parking rates on the Amherst

campus shall be determined through the process laid out in the parking agreement reached between campus unions and the administration in May 1999 and such agreement shall remain in force until changed by subsequent negotiations.

3. The Boston campus shall continue its practice of allowing unit members to have their parking costs deducted from their pay on a pre-tax basis. The Amherst campus will make every effort to implement a similar program by September 1, 2001.

#### **SIDE LETTER: TUITION AND FEES**

The University will make every effort, consistent with the code of the Internal Revenue Service and all other applicable laws, to assess and report mandatory fees associated with tuition in such manner that allows those fees to be tax-deductible to the same extent as tuition.

#### **SIDE LETTER: SUPERVISORY ISSUES**

There shall be a two-campus labor-management committee established to discuss issues of concern to either party that arise from the presence of supervisors and supervisees in the same bargaining unit.

#### **SIDE LETTER: FAMILY ISSUES**

In order to address comprehensive family support policies including child care, family resources and elder care, joint labor management Family Issues Committees shall be established on each campus, with up to three (3) members appointed by the Administration and three (3) members appointed by the Union. On the Amherst campus the committee shall consider how to provide improved facilities for child care and a family center, and how to fully integrate the Center for Early Education and Care (CEEC) into the academic mission of the University. On the Boston campus the committee shall consider how to address employees' child care needs, how to provide improved facilities for child care, and how to fully integrate the UMB Early Learning Center into the academic mission of the University. On the Amherst campus only, this committee will also discuss and make recommendations on housing and residence issues.

#### **SIDE LETTER: NON-EXEMPT 43-WEEK EMPLOYEES**

Effective January 1, 2006, non-exempt members as defined in Article 39 will not be eligible for new 43-week contract appointments.

It is understood by both parties that current unit members in 43-week contracts who are transferred to non-exempt status will be grandfathered in their current 43-week appointment for as long as they stay in the 43-week appointment. The grandfathered employee's salary and benefits will continue to be prorated in accordance with the 43-week policy. The nine (9) weeks of annual non-responsibility time will be converted to a bank of paid hours that may be used to cover the employee's periods of non-responsibility.

Exempt members of this unit will continue to be eligible for 43-week contract appointments.

**SIDE LETTER: EVENING/NIGHT/WEEKEND AND HOLIDAY SHIFT DIFFERENTIAL PAY**

Notwithstanding the provisions of Article 39, the parties agree that bargaining unit members shall receive differential pay for regularly scheduled evening, night, weekend and holiday shift responsibilities. Differential pay shall be added to the members' base salary. These adjustments shall apply only so long as the bargaining unit member has regularly scheduled evening, night, weekend or holiday shift responsibilities. In keeping with the goals of the Professional Salary Administration Program to provide for external competitiveness by paying salaries equal to or more than the average total compensation for comparable positions in the appropriate labor market, differential pay rates shall be determined for each position after a market review and analysis. Market reviews will be completed for all applicable members within 60 days of execution of this agreement, or when it is determined a member is entitled to shift differential. The findings of each market analysis review will be forwarded to the Union who will be entitled to a consultation.

**SIDE LETTER: SHIFT DIFFERENTIALS MID-TERM NEGOTIATIONS**

The parties agree that every effort will be made to complete negotiations and resolve the outstanding issues regarding implementation of the nurse shift differential as per the Shift Differential Side Letter contained in the 2004 – 2008 contracts prior to July 1, 2009.

Upon completion of these negotiations the parties agree to participate in midterm negotiations on the topic of changing the language of the above mentioned Shift Differential Side Letter.

**SIDE LETTER: GRANT & CONTRACT FUNDED MEMBERS FUNDING ISSUES COMMITTEE**

There will be a unit-wide labor management committee to resolve problems that may arise for grant and contract funded employees caused by the delay of legislative approval and funding of this agreement.

**SIDE LETTER: PSSAP COMMITTEE**

Within 90 days of the execution of this Agreement by the President of the University of Massachusetts, the parties agree that Employer/University Administration ("management") from the Amherst and Boston campuses and Professional Staff Union (PSU) members designated by the union ("union") will jointly issue a request for proposals to review and offer recommendations to update and/or replace the Professional Staff Salary Administration Program (PSSAP) Handbook. The request for proposals will seek a vendor with demonstrated salary administration and classification experience in public higher education and a unionized exempt and non-exempt staff workforce. The review will include the methodology used to evaluate and classify unit positions, job or position description development, benchmark positions for salary administration, and the development of job families and career ladders for workforce planning and promotional opportunities, while maintaining the established objectives of the Salary Administration Program.

The request for proposal evaluation team for the selection of a vendor will be comprised of up to six (6) members selected by the union, and up to six (6) members selected by management.

The selected vendor will issue its recommendations to update and/or replace the Professional Staff Salary Administration Program (PSSAP) Handbook to the Employer/University within 180 days of contract from the award of the bid. The parties agree to meet within 60 days of receipt of the vendor's report to discuss and review the vendor's report and recommendations. The parties agree to meet and discuss the vendor's report and recommendations during the life of the agreement with the goal of implementing a mutually agreed upon salary administration program. The current PSSAP and its provisions remain in effect unless otherwise modified by the parties.

No employee's salary will be reduced as a result of the implementation of a new salary administration program.

#### **SIDE LETTER: TRANSITION TO FULL PMP COMPLIANCE: BOSTON CAMPUS**

Notwithstanding the evaluation period for the January 1, 2007 merit award contained in Article 31.4(4), the evaluation period for the January 1, 2007 merit award for those members of the bargaining unit on the Boston Campus shall be the six-month period between July 1 and December 31, 2006, under the following guidelines:

- Unless otherwise specified, the use of any Performance Management Program form shall be in accordance with Performance Management Program.
- On or before July 15, 2006, immediate supervisors shall complete a "Priority Development Worksheet" covering two specific periods: a) July 1 through December 31, 2006; and b) July 1, 2006 through June 30, 2007 (which includes the period July 1 through December 31, 2006) for each employee. Immediate supervisors may also complete "Section 6: Professional Development and/or Performance Improvement Plan."
- No later than October 15, 2006, immediate supervisors shall complete an interim review for each employee based on the goals/priorities established for the period July 1 through December 31, 2006.
- Between January 1 and 15, 2007, each employee shall have an opportunity to complete "Section 3: Employee Annual Self Review" based on the goals/priorities established for the period July 1 through December 31, 2006.
- No later than February 28, 2007, immediate supervisors shall complete an evaluation for each employee based on the goals/priorities established for the July 1 through December 31, 2006 period. Such evaluation shall include the following PMP forms: "Section 1: Employee Information"; "Section 2: Performance Planning" (using the Performance Planning Worksheet developed from goals/priorities established for the July 1 through December 31, 2006 period); "Section 4: Performance Categories and Criteria"; and "Section 5: Overall Performance Review."

#### **Future Plan**

- On or before July 15 in each year, immediate supervisors shall complete a "Priority Development Worksheet" for each employee covering the fiscal year beginning on July 1.



- Between July 1 and July 15 in each year, each employee shall have an opportunity to complete "Section 3: Employee Annual Self Review based on the goal/priorities established for the prior fiscal year.
- No later than August 31 in each year, immediate supervisors shall complete a full annual evaluation for each employee based on the goals/priorities established for the prior fiscal year.
- No later than January 30 in each year, immediate supervisors shall complete an interim review for each employee based on the goals/priorities established for the current fiscal year.

#### **SIDE LETTER: CELL PHONES**

For employees on both campuses, if a cell phone or other electronic communication device is offered to an employee to facilitate his or her job, but is not required as part of the job, then the employee will be given the ability to opt out of using the device, in addition to the campus options listed below. Employees who are required to use a cell phone or alternative communications device shall have that requirement added to their job description. Employees may be required to use an alternative communications device, such as a beeper, when departmental needs require that an employee be contacted immediately.

Amherst Campus: If an employee is required by his/her supervisor to use a cell phone or other electronic communication device as part of his/her job, he/she shall be allowed to choose one of the following options:

1. The employee may certify that the device will have personal use and the full value of the plan cost will be assessed as taxable income to the employee.
2. The employee may certify that the device will only be used for business purposes, in which case the value of the plan will not be taxed.

Boston Campus: Employees who are assigned a cell phone will complete an annual affidavit reporting their personal cell phone usage. Individuals who fail to complete this reporting requirement shall have their personal use recorded as 100%. The campus will supply each employee who has been assigned a cell phone with a detailed report of phone usage for one month to assist the employee in determining his or her percentage of use. The percentage reported by the employee will be used to determine the monthly income amount used for the following calendar year. The campus maintains the right to conduct periodic audits to verify the accuracy of the reported percentage. The employee shall have the right to request a change in his/her reported percentage during the year if there has been a demonstrated change in circumstance that would warrant an adjustment.

#### **SIDE LETTER: DIRECTORS OF DEVELOPMENT AND MAJOR GIFT OFFICERS**

Upon the execution of this agreement, University Advancement may hire or promote (with employee consent) employees into the title of Director of Development or Major Gifts Officer in the bargaining unit represented by the Union. Employees in these titles shall not be subject to Articles 27.1, 27.3, and 31.2 of the collective bargaining agreement and will be subject to a 24-month probationary period, notwithstanding the provisions of sections 37.1 and 37.4.

Current employees in these titles as of the date of execution of this agreement will have the option to join this class of bargaining unit members and must choose the option within ninety (90) days of the execution of this agreement, in which case they shall also serve a twenty-four (24) month probationary period, notwithstanding the provisions of sections 37.1 and 37.4. Current employees in these positions who do not select the option described above may be transferred to other positions with reasonably similar duties in Advancement on thirty (30) days notice provided their wages and PSSAP level are not reduced. These transfers may be made at the sole discretion of the employer but shall be subject to the provisions of Article 14.7 except where such requirements are modified by this agreement, and section 14.7.III.bullets 1-3 shall not be grievable. The University shall have until June 30, 2008 to effect such a transfer.

Employees in the aforementioned titles shall be entitled to all terms and benefits of the collective bargaining agreement not mentioned herein.

#### **SIDE LETTER: LIST OF HEALTH CARE PROVIDERS**

Upon the execution of this Agreement, a labor/management committee shall be established to develop a list of approved health care provider as required by Article 20. The committee shall include at least four (4) PSU members. The procedures set forth in Article 20 shall not go into effect until such a list has been mutually agreed upon by the Union and the Employer/University Administration. The final list shall be appended to Article 20.

#### **SIDE LETTER: SICK LEAVE AND VACATION ACCRUALS**

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, **2018** shall be implemented. **As of June 30, 2020, for an employee who is not vested as of June 30, 2020, any sick leave payout on retirement will be limited to the maximum of 20% of 120 days.** For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 agreement between the parties will continue.

#### **SIDE LETTER: MATRICULATED SPOUSES, DOMESTIC PARTNERS AND DEPENDENTS**

If an employee's spouse, domestic partner or dependent is a matriculated undergraduate or graduate student at a UMass campus as of September 1, 2015, and is at risk of losing their tuition or fee benefit due to Article 23, the UMass Boston or Amherst Administration shall meet with the member and union in order to mitigate the impact of the new contract language.

#### **SIDE LETTER: 43-WEEK EMPLOYEE VACATION AND HOLIDAY ISSUES**

A joint labor-management committee consisting of three members appointed by the University and three members appointed by the Professional Staff Union shall meet starting 60 days after the Governor transmits a request for funding of this contract to the

legislature to address 43 week vacation and holiday issues.

**SIDE LETTER: REOPENER OF ARTICLES 3 AND 4**

**If there is a change to federal labor laws or constitutional interpretation thereof, upon the union's request, the parties shall meet to renegotiate Articles 3 and/or 4.**

**SIDE LETTER: NON-CREDIT ESL INSTRUCTORS**

The stipulations in this side letter apply only to all regular full-time and regular part-time non-credit ESL Instructors hired either as 43 or 52-week employees (hereafter called Instructors) by UMass Boston, including such regular full-time and regular part-time non-credit ESL Instructors now assigned to the Marlboro MAIA site.

**1. For purposes of defining maximum teaching loads,** a full-time Instructor may be assigned no more than 24 hours of classroom instruction a week. The typical teaching load of a full-time Instructor shall be between 18 to 24 hours of classroom instruction and three preps\* a week.

Any Instructor assigned to teach 12 hours of classroom instruction a week shall be considered at least 0.5 FTE and therefore a member of the professional staff bargaining unit and covered by the PSU's CBA.

As a general standard, all Instructors shall have time equivalent to 50% of their classroom instruction time reserved for instructional preparation for their current classes and assessment of student performance.

\*A "prep" is a single, distinct course designed for one language skill or a combination of skills (e.g. grammar and writing).

**2. Yearly schedule for 43-week ESL Instructors:** The 43-week schedule generally conforms to the academic calendar for Instructors at the UMass Boston campus, and to the school year calendar for Instructors at the Marlboro site. The provisions of Article 14 of the PSU CBA concerning reassignments apply when the University is seeking a change to the schedule of periods of responsibility/non-responsibility. In no event will the total period of 9 weeks of non-responsibility be altered without notice and opportunity to impact bargain about such an alteration.

**3. Workloads (Art 11.3):** The parties recognize that the Program shall be responsible for the educational design of course offerings including the total number of enrollees and instructor-student ratios appropriate to such offerings. A single Instructor shall not be solely responsible for more than 25 students for an entire course offering.

**4. Seniority (Art 12):** Management retains the right to assign classes regardless of seniority, except if there is a significant change in schedule or teaching location, in which case Article 14.7 applies.

**5. Layoff (Art 13):** Section 13.5 shall apply for the order of layoffs. For purposes of layoffs, Marlboro and Boston shall be considered separate departments. Bumping (13.6)

shall not apply to ESL Instructors; they may neither bump nor be bumped.

**6. Promotions and Filling of Vacancies (Art 14):** The requirement under Article 14.2 to post temporary positions shall be waived for all temporary postings of Instructor positions.

Permanent positions must be posted campus wide for at least 7 working days. A search committee of 3 or more shall be convened; it may include the Department/Unit head and must include an Instructor from the hiring department (i.e. Boston or Marlboro). All other requirements of 14.4 shall be waived for the filling of bargaining unit Instructor vacancies.

**7. Annual Evaluations (Art 15):** A separate side table to on-going discussions among the parties concerning the annual evaluation (PMP) tool and process will be established to determine the development and implementation of an evaluation instrument for Instructors.

**8. Vacations (Art 22):** ESL Instructors' vacation requests made during weeks of regularly scheduled classes may be denied without recourse to the grievance procedure. Notwithstanding the foregoing, requests for vacation outside the academic calendar shall not be unreasonable denied. ESL Instructors with at least 3 years of service as of June 1 of each year of this agreement shall be eligible to receive as a cash payment an amount equal to one week of the individual's accrued vacation leave.

**9. Probationary Period (Art 37):** The probationary period for 43-week Instructors shall be a two year period; the provisions of Article 37.2 shall apply. During the first year of the probationary period, the employee may be terminated without recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

During the second year of the probationary period, the employee must be evaluated, advised of her/his deficiencies and given the opportunity for corrective action, as per the process detailed below. No termination shall occur during the second probationary year without this process being followed, except as provided for under Article 8.2. The evaluation process that must be followed during the second year is:

1. A written evaluation of the probationary employee, including a recommendation as to whether the employee is performing at a satisfactory level and whether the employee should be retained at the end of the probationary period shall be provided.
2. If the evaluation denotes that the employee is not performing at a satisfactory level, specific recommendations for improvement in teaching and/or other assigned duties must be included in the evaluation, providing guidance for successfully completing the probationary period.
3. This evaluation shall be shared with the probationary employee prior to the last 6 months of her/his probationary period.
4. Final determination on whether a probationary employee ought to be retained beyond the probationary period shall be made by the program director. If the program director decides to terminate a probationary employee after completing this evaluation process, that employee shall not have recourse to the Grievance and

Arbitration Procedure to contest that discharge.

5. If the program director fails to evaluate the probationary employee in accordance with this process, the employee shall be deemed to have successfully completed the full probationary period.

**10. Side letter regarding Shift Differentials:** The Side Letter

“Evening/Night/Weekend and Holiday Shift Differential Pay” shall not apply to any regular weekday schedule. It shall apply to any regular weekday schedule beginning after 5 pm, and to any regular weekend schedule.

## APPENDIX A

### **PSU/MTA UNIVERSITY OF MASSACHUSETTS AMHERST & BOSTON CHAPTERS SICK LEAVE BANK POLICIES**

January 1, 2009

*Statement of Purpose:* The Sick Leave Bank was established under the provisions of the collective bargaining agreement (Article 20.2). It is intended to provide paid leave time to members who:

- are absent from work due to a non-work related injury or illness where there is a reasonable expectation, based on medical documentation, of the member returning to the position held at the time a medical leave due to the illness or injury began. The Sick Leave Bank is not intended as a substitute for Long-Term Disability Insurance protection.
- are absent from work due to parental leave or serious illness of a family household member.

All bargaining unit members covered by the PSU/MTA agreements are members of the Sick Leave Bank on their campus. Contribution of time to the bank is not necessary in order to become a member. However, if the total number of days in the Amherst bank falls below 1,000, or if the total number of days in the Boston bank falls below 500, each full-time employee shall donate seven and a half (7.5) hours of sick leave to the bank. A regular part-time employee shall donate sick leave in the same proportion that her/his part-time service bears to full-time service.

The decisions of the Board are final and binding and not subject to any campus grievance or appeal procedure. Under normal circumstances, the Sick Leave Bank Board on each campus meets as needed, to consider outstanding applications.

#### SECTION 1. FOR ILLNESS OF BARGAINING UNIT MEMBER

##### A. Eligibility

1. A member is eligible to apply for paid leave time from the bank upon their membership in the bargaining unit.
2. A member is eligible to apply for paid leave time from the Sick Leave Bank if there is a reasonable expectation, based on medical documentation, that the member will return to the position held at the time a medical leave due to the illness or injury began.
3. Before drawing days from the Sick Leave Bank, a member must use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall immediately be eligible to draw days from the Sick Leave Bank.

4. A member who is receiving income from Worker's Compensation benefits may not draw upon the Sick Leave Bank to supplement that compensation.
5. A member who is **collecting regular (greater than the minimum)** benefits from a Long-Term Disability Insurance (LTDI) plan may not draw from the Sick Leave Bank to supplement **those benefits**.

**A member may draw from the Sick Leave Bank to supplement Long-Term Disability Insurance (LTDI) payments so long as they are not collecting regular (greater than the minimum) LTDI benefits.**

#### B. Allowable Term

1. The initial award of time for a member granted paid leave time from the Sick Leave Bank due to his/her own illness or injury shall be no greater than 12 weeks.
2. Each extension of time granted an employee beyond the initial award may be no greater than 12 weeks.
3. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.
4. Paid leave time received from the Sick Leave Bank by a part-time PSU/MTA member shall be pro-rated based on the member's percentage of full-time effort.
5. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
6. Paid leave time granted to FMLA eligible (see glossary) members runs concurrent with FMLA benefits (see glossary.)

#### C. Application Procedures

Application forms may be obtained from each campus' Division of Human Resources and/or the PSU office.

A completed application form must be submitted to:

- Amherst: the Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
- Boston: Human Resources, Quinn Administration Building, 3rd floor.

If the Sick Leave Bank Board is unable to make a determination regarding a request for paid leave time based on the information provided on the Sick Leave Bank application, the Board may request information it perceives will assist it in making a determination, and which is relevant to consideration of that application.

Information that may be requested may include, but is not limited to:

- Clarification of the employee's and/or medical practitioner's portion of the application,

- Submission of a completed federal Certification of Health Care Provider form,
- Medical practitioner's written feedback:  
 regarding the Sick Leave Bank applicant's ability to return to his/her pre-injury/illness job (hours and duties), and  
 regarding any job modifications necessary for this to occur.

This feedback will be made based on a copy of the applicant's University position description (as forwarded by the Board with its request for information) and a discussion between the applicant and medical practitioner regarding the applicant's University working environment.

- D. This same information may be requested from a second medical practitioner. If this is requested, any resultant costs shall be paid by the University.
- E. The purpose of such additional information shall be exclusively to aid the Sick Leave Bank Board in determining whether to grant, modify, or reject an application for drawing days from the Bank.

## SECTION 2. PARENTAL LEAVE FOR THE CARE OF A CHILD IN THE EVENT OF BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT

### A. Eligibility

1. The member must have been regularly employed by the University for at least six (6) months prior to the requested leave.
2. The member must intend to be a caregiver to the child during the period of leave.
3. Before drawing days from the Sick Leave Bank, a member must first use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall be immediately eligible to draw days from the Sick Leave Bank.

### B. Allowable Term

1. FMLA eligible members (see glossary) may utilize the Sick Leave Bank to cover up to a maximum of 26 weeks.
  - A. Regardless of whether a member has used FMLA eligible leave during the calendar year, the member may utilize the Sick Leave Bank, as per Article 19.1A.
  - B. Paid leave time granted to FMLA eligible members runs concurrent with FMLA benefits.
2. A member who is not eligible for leave under the FMLA can utilize the Sick Leave Bank for a maximum of 8 weeks.



3. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
4. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.

#### C. Application Procedures

A member must apply to the Sick Leave Bank on the requisite application form at least one month in advance of an anticipated date of commencement of leave, unless he/she is eligible for waiver due to unforeseen circumstances, as approved by the Sick Leave Bank Board. Application forms may be obtained from each campus' Division of Human Resources and/or the PSU office.

A completed application form must be submitted to:

- Amherst: the Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
- Boston: Human Resources, Quinn Administration Building, 3rd floor.

Approval of Sick Leave Bank paid leave time shall be subject to documentation of birth, adoption, or foster child placement. The member is responsible for providing the Board notification of the birth, adoption, or foster placement as soon as reasonably possible. To complete the application procedure, a copy of the birth, adoption, or foster placement record must be forwarded to the campus' Division of Human Resources for inclusion in the Sick Leave Bank request file.

### SECTION 3. FOR SERIOUS ILLNESS OF FAMILY OR HOUSEHOLD MEMBER

#### A. Eligibility

1. The member must have been regularly employed by the University for at least six (6) months prior to the requested leave.
2. Before drawing days from the Sick Leave Bank, a member must first use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall be immediately eligible to draw days from the Sick Leave Bank.
3. The Sick Leave Bank Board will consider a request for leave to care for the spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, employee's grandchild or grandparent, or a relative living in the immediate household of a bargaining unit member in the event of a serious health condition.

#### B. Allowable Term

1. Sick Leave Bank benefits may be granted to supplement a member's paid benefit

time up to a maximum of 26 weeks. The 26 week maximum is inclusive of time covered by the member's accrued benefit time.

- A. Paid leave time will not exceed a maximum of 26 weeks.
  - B. Paid leave time granted to FMLA eligible (see glossary) members runs concurrent with FMLA benefits.
2. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
  3. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.

### C. Application Procedures

A member must complete Section 1 of the Sick Leave Bank Application form. A U.S. Department of Labor Certification of Health Care Provider form (Form WH-380) must accompany the completed application. Application forms may be obtained from either campus' Division of Human Resources and/or the PSU office.

These documents must be returned to:

- Amherst: the Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
- Boston: Human Resources, Quinn Administration Building, 3rd floor.

## **GLOSSARY**

Child	Natural, adopted, foster, stepchild, or child under legal guardianship of a bargaining unit member.
FMLA	<p>Family Medical Leave Act: A federal regulation that allows eligible employees 12 weeks of leave, with or without pay, under certain conditions.</p> <p>If a member has been employed by the University for at least 12 months and has worked no fewer than 1,250 hours for the University during the 12 months prior to their leave, the member is eligible for coverage under the federal Family Medical Leave Act (FMLA.) For the purposes of Sick Leave Bank coverage a member may be eligible for up to 26 weeks of coverage in any given calendar year.</p>
Health Care Provider	Doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, clinical social workers, optometrists, chiropractors, nurse practitioners, nurse-midwives, and

Christian Science practitioners.

LTDI	Long Term Disability Insurance – An optional insurance plan which replaces some portion of an employee’s salary if the employee is not able to perform their job for a defined period of time.
Medical Evidence	Satisfactory medical evidence shall consist of a signed statement by a health care provider (as defined above). The statement should confirm that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee is unable to perform his or her duties due to the specific illness or injury and the prognosis for the employee’s return to work. In cases where the employee is absent due to a family member’s illness or injury, satisfactory medical evidence shall consist of a U.S. Department of Labor Certification of Health Care Provider form (form WH-380) signed by the health care provider indicating that the person in question has been determined to be seriously ill and needs care on the days in question.
Non-Work Related Injury	An illness or injury for which an employee is not eligible for Workers Compensation benefits.
Return to Work	A reasonable expectation, based on medical documentation, that a member will return to the position held at the time a medical leave due to the illness or injury began.
Serious Health Condition	As defined under the federal Family Medical Leave Act guidelines.
SLB	Sick Leave Bank – A pool of sick leave days for which a Board approves the use, based on written application and medical verification submitted by a Sick Leave Bank member.
Workers Compensation	State sponsored income protection for employees injured on the job. Approval is determined by the State Division of Human Resources. It replaces 60% of an employee’s average weekly wage.

## APPENDIX B

### PSU/MTA UNIVERSITY OF MASSACHUSETTS AMHERST & BOSTON CHAPTERS PSSAP MANUAL

#### POLICIES AND PROCEDURES FOR BARGAINING UNIT POSITIONS

The following policies apply to all professional staff members who are covered by the salary administration program on the Amherst and Boston campuses. Grant funded employees, with rare exceptions, are covered by the provisions of the Professional Staff Salary Administration Program. Employees who are primarily engaged in a particular field requiring unique and highly specialized skills and directly engaged in research activities, for which the major funding source is grants or contracts, will be exempted from the conditions of the professional staff salary administration program if such activities are of such a unique nature that recruitment and retention may be severely hampered by adherence to formal salary ranges. These policies provide definitive guidelines for determining appropriate compensation for each employee. (Faculty members and certain other classifications are excluded.) The University shall have the right to administer the Salary Administration Plan as outlined in the provisions of this Salary Administration handbook.

#### I. OBJECTIVES

- A. To attract, retain, motivate, and reward the highest caliber of personnel commensurate with our needs, goals, and financial resources.
- B. To provide for internal equity of salaries by:
  - 1. Reflecting the relationship between positions based on a combination of skill, effort, responsibility and working conditions.
  - 2. Maintaining consistency in the granting of increases where position level and performance are similar.
  - 3. Administering salaries in support of University affirmative action principles.
- C. To provide for external competitiveness by paying salaries that are equal to or more than average total compensation for comparable positions in the appropriate labor market.
- D. To provide specific practices to fairly and equitably compensate professional employees for work performed outside their official position description.
- E. To communicate salary policies and practices effectively to employees, in a manner that will allow them to understand their position level, salary and movement within the salary range for their present position.

#### II. APPLICATION AND DESCRIPTION OF THE SALARY ADMINISTRATION PROGRAM

##### A. Position Descriptions

Position descriptions provide an accurate and detailed description of the duties, responsibilities, skills, knowledge, and necessary experience associated with each position. They should, however, describe the duties in generic terms, but should not list every activity in which an employee engages.

A written description of each position is developed by the Department Head/Dean/Director, and revised regularly to ensure that it is current. All new or amended position descriptions must be approved by the appropriate Chancellor, Vice Chancellor or designee, hereinafter referred to as Administrative Officer, and the Manager of Total Compensation.

B. Position Evaluation

All positions are analyzed and evaluated by the Division of Human Resources personnel in accordance with the Position Evaluation System. Each position is evaluated in terms of specific elements and the extent to which each element is present in the position. The elements considered in evaluating professional positions are:

- \* Basic Knowledge
- \* Experience
- \* Judgment and Initiative
- \* Independent Action
- \* Accountability
- \* Inter-relationships
- \* Manual Skills
- \* Environmental Conditions
- \* Physical Effort
- \* Occupational Risks
- \* Supervisory Responsibilities
- \* **Information Technology Skills**

Positions may be audited by a compensation analyst from the Division of Human Resources to obtain complete and current information and to ensure accurate evaluation.

Using the results of the analysis and evaluation, the Manager of Total Compensation or designee assigns a position level and communicates this to the Department Head and Administrative Officer together with the appropriate salary range.

The Department Head should discuss with the Administrative Officer implementation of position level changes and the effective date for any salary adjustments.

(i) Analysis and Evaluation of New Positions

When a new position for a department has been approved by the appropriate Administrative Officer, evaluation should be requested by submitting a completed position description to the Manager of Total Compensation prior to initiating the search process.

A principal investigator should not write or accept a grant, contract or other sponsored activity under the auspices of the University which does not provide for a minimum salary consistent with the Professional Staff Salary Administration Program.

(ii) Re-evaluation of Existing Positions

Periodic Review

Effective July 1, 2007, a bargaining unit member is entitled to request a periodic review once per position every three years; if the member is laterally transferred, promoted, or demoted during that time, the period begins anew. The review will be performed by Human Resources upon written request of the member.

Each position description is reviewed by the Department Head with the employee, to ensure that it is accurate and reflects the content of the position, the minimum qualifications and the working conditions. Use of the Position Description Worksheet is encouraged as part of the review process and, if used, should accompany the position description. If agreement is not reached on the position description, the employee must complete a Position Description Worksheet (Appendix #1) and submit it to the Manager of Total Compensation, together with the proposed position description, for analysis and evaluation. The results of this analysis and evaluation will be discussed with the Administrative Officer and subsequently communicated to the Department Head, whose responsibility it is to inform the employee of any change. Salary increases, normally between 6%-10% **but not less than 6%** for one grade level, 8%-12% **but not less than 8%** for two grade levels, 10%-14% **but not less than 10%** for three grade levels, granted as a result of a Periodic Review, will be made effective the first Sunday following receipt of the request by the Division of Human Resources.

If funds are not available in the current fiscal year budget, the funds required to implement any salary change will be included in the budget for the following fiscal year, with the same effective date. Grant-funded programs may be exempted only if it can be documented that sufficient funds are not available.

(iii) Position Classification Review

A non-periodic position re-evaluation will be considered only if significant changes in complexity of duties have taken place. It should be noted that changes in work volume, minor changes in work content, or changes in quality of employee performance will not result in a changed position level, and should not result in a request for a Position Classification review. A Request for Position Classification Review Form (Appendix #3) detailing the basis for such action should be forwarded by the Department Head/Dean or Director to the appropriate Administrative Officer for review. The form should then be signed and forwarded to the Manager of Total Compensation, with comments providing some insight into the extent of change and analogous situations existing within

the executive area.

To facilitate the process and provide timely responses to Department Heads the following priorities are established by the Manager of Total Compensation:

- a. New or changed positions for which openings exist or changes due to major reorganizations are given first priority.
- b. Increased responsibilities: Positions for which the content has changed significantly and permanently, and there appear to be added responsibilities that could possibly change the position level, are given second priority.
- c. Content changes: Position descriptions in which the content has changed somewhat, and which have been submitted for informational purposes only, to ensure records are current.

Salary increases, normally between 6%-10% **but not less than 6%** for one grade level, 8%-12% **but not less than 8%** for two grade levels, 10%-14% **but not less than 10%** for three grade levels, granted as a result of a Position Classification Review, will be made effective the first Sunday following receipt of the request by the Department of Human Resources.

If funds are not available in the current fiscal year budget, the funds required to implement any salary change will be included in the budget for the following fiscal year, with the same effective date. Grant-funded programs may be exempted only if it can be documented that sufficient funds are not available.

### III. APPEAL PROCEDURE

A staff member who wishes to appeal the results of a Periodic and/or Position Classification review should follow the procedure outlined below:

- A. Staff member completes Section I of Appeal of Position Level form (Appendix #4) and forwards, with position description to Department Head. The HR-approved position description on which the review request was shall be the position description used for the purpose of the appeal procedure.
- B. Within 10 working days of receipt, Department Head, in conjunction with the Dean/Director, completes Section II and forwards, with organizational chart and comments, to Manager of Total Compensation, providing copies to the Administrative Officer.
- C. Within 20 working days of receipt, Division of Human Resources completes Section III of Appeal of Position Level form and returns it to Department Head with copies to staff member and Administrative Officer.
- D. If staff member wishes to appeal action taken in Step C above, within 10 working

days of receipt he or she completes Section IV and submits it to his or her union representative. Only the Union may initiate appeals to the Board by sending written notice of an Appeal to the Manager of Total Compensation. Such notice shall specify the employee appealing and the grounds on which they appeal.

E. Within 15 working days of receipt, the Manager of Total Compensation will schedule a hearing at which the appellant, Department Head/Dean/Director, and Manager of Total Compensation present their respective cases and answer any relevant questions of the Board.

F. The Appeals Board is comprised of three representatives of Employer/University Administration, three representatives of the Union and one neutral voting Chairperson appointed by the Employer/University Administration and the Union. A neutral voting chairperson shall be chosen by the parties and shall be present to consider all appeals that come before the Board. The neutral Chairperson shall have demonstrated expertise in compensation (World at Work certification preferred) and appropriate experience in dispute resolution. The cost of hiring a neutral voting chairperson shall be equally shared by both parties. A majority vote is necessary to approve an appeal.

G. Within 15 working days after the hearing, the Board completes Section V of the form and notifies the staff member of its findings, with copies to the Department Head, Dean or Director, Manager of Total Compensation, and Administrative Officer.

H. The Appeals Board's decision is final; any resultant change in position level will be implemented effective on the Sunday following the date the request for review was received by the Division of Human Resources.

If funds are not available in the current fiscal year budget, the funds required to implement any salary change will be included in the budget for the following fiscal year, with the same effective date. Grant funded programs may be exempted in rare situations, only if it can be documented that insufficient funds are available.

#### IV. GUIDELINES FOR DETERMINING INDIVIDUAL SALARIES

The following guidelines apply to all professional staff members who are covered by this salary administration program, regardless of their source of funds, i.e. state, trust or grant.

##### A. Starting Salaries for New Employees

1. Normally a new employee will be hired at a salary up to the first quartile of the range. A new employee may be hired up to the maximum of the range, based on application of the criteria listed in #2 below, and with the approval of the Dean/Director/Department Head.
2. Salary amounts shall be determined by:
  - a. the experience and education of the applicant in relation to the advertised job qualifications,



- b. salaries being paid to current employees,
  - c. salaries paid in the appropriate labor market.
3. If the applicant is exceptionally well-qualified and is fully capable of immediate competent performance, the Dean/Director/Department Head may request to offer a salary between first quartile and midpoint of the range. Prior consultation must occur with the executive area Administrative Officer and the Manager of Total Compensation.
  4. An applicant can only be offered a salary above the midpoint of the range if: a.) the position has been appropriately advertised, and b.) market conditions exist which require such an offer. Prior approval must be given by the Dean/Director/Department Head and appropriate Administrative Officer in consultation with the Manager of Total Compensation.

**B. Advertising Salaries for Vacant Positions**

1. Electronic postings on the identified website shall state Salary Administration level, either actual or the grade to which the position is associated, and include a link to the salary scale. No offer above the maximum of the advertised salary range may be made.

**C. Other Factors and Situations**

1. In those instances where living quarters are provided to the employee, (excluding Residence Directors who shall have no deduction for the apartment they are provided from their salary), it is considered that this represents an indirect compensation value which should be considered when the annual salary is established.
2. In rare instances, agreements are made ahead of time by the Dean/Director/Department Head, appropriate Administrative Officer and the Manager of Total Compensation to establish a single entering salary or a starting salary range that is different from the usual minimum to first quartile of the range, but within all other guidelines. In addition, when the University determines the salary range of a particular position or class of positions is not competitive in the appropriate labor market and insufficient to permit recruitment and retention of employees in those positions, Human Resources may associate the positions to salary ranges of a higher grade level. In these instances, the salary should be advertised as agreed upon in order to provide applicants with correct information.
3. If the successful applicant for the posted vacancy is a benefitted on-campus employee, the action shall generally be considered a promotion or lateral transfer depending on the levels of the posted position and the employee's present position. See guidelines below for promotional increases. If promotional guidelines are felt to be inappropriate to the situation, the

Dean/Director/Department Head and appropriate Administrative Officer shall consult with the Manager of Total Compensation.

A classified employee moving to a professional position shall receive an increase as per "Guidelines for Determining Individual Salaries" Section IV.A.(3) and (4). The Dean/Director/Department Head may offer a salary above the midpoint of the grade for these employees.

#### D. Promotional Increases

Promotional increases awarded shall reflect:

- the extent of the change in duties and responsibilities,
  - the education and experience of the employee in relation to the position requirements,
  - the relative position of the employee's current salary within the new salary range, and
  - the interval since the last increase.
1. A professional employee whose current salary is below the minimum salary for the new position shall receive an increase at least to the minimum of the salary range, or between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels, whichever is greater. A professional employee whose current salary is at or above the minimum salary for the new position shall receive an increase normally between 6%-10% **but not less than 6%** for one grade level, 8%-12% **but not less than 8%** for two grade levels, 10%-14% **but not less than 10%** for three grade levels.
  2. **When a bargaining unit member successfully applies for a higher-graded position (including positions associated to a higher grade), their promotional increase as per IV.D.1 above shall be deemed an anomalous circumstance for the purpose of equity reviews (as per IV.H Equity Increases).**
  3. **In extraordinary circumstances and with approval by the union, a bargaining unit member successfully applying for a higher-graded position (including positions associated to a higher grade) may be offered a salary increase of less than 6% for one grade level, 8% for two grade levels, or 10% for three grade levels.**

Any salary increase accompanying a promotion must be approved by the employee's Department Head, Dean or Director, if appropriate, and Vice Chancellor or designee, in consultation with the Manager of Total Compensation. These approvals shall precede any communication of the promotion and increase to the employee.

#### E. Lateral Transfers

If an employee moves from a job in one position level to another job in the same position level, a salary adjustment will generally not be made.

F. Transfers to a Lower Position Level or Demotion

Any salary reduction must be approved by the Dean/Director/Department Head and the appropriate Administrative Officer in consultation with the Manager of Total Compensation.

The extent of the salary reduction resulting from a transfer to a lower position level or a demotion shall reflect:

- the reason for the demotion,
  - the extent of the demotion,
  - the education and experience of the employee in relation to the new position, and
  - the relative position of the employee's salary in the new salary range.
1. If an employee applies for a position evaluated at a lower level than the one currently held, there will be no salary increase and the salary may not exceed the midpoint of the range, or the highest salary advertised, if the advertised salary is less than the midpoint of the range (See page 6 - C2).
  2. Generally, when redefinition of an existing position results in a lowered level, the incumbent's salary will be unaffected. However, the position will be identified for the lower classification and salary when it becomes vacant ("red-circled").
  3. An employee bumping into to a position with lesser responsibilities and position level shall normally have the salary reviewed so that it is appropriately placed within the range for the new position; there shall be no more than a 25% salary reduction.

G. Temporary Assignments or Acting Positions

Employees temporarily assigned duties and responsibilities of more complexity in addition to those outlined in the current job description, or transferred temporarily to a vacant higher position in an acting capacity should receive additional compensation from the date of assignment if such assignment is continuous and is to be in excess of one month.

1. An employee assigned such additional duties and responsibilities shall be eligible for a temporary increase in salary. This recommended increase should be based on an evaluation of the assigned duties by the Department Head in consultation with the Manager of Total Compensation or designee.

2. An employee assuming a higher position in an acting capacity shall be eligible for an increase in salary to the starting rate of the range of the assumed position or an increase normally between 6%-10% **but not less than 6%** for one grade level, 8%-12% **but not less than 8%** for two grade levels, 10%-14% **but not less than 10%** for three grade levels, of the current salary, whichever amount is greater, if the assignment is for a period of at least 30 calendar days. The duration of the acting period should not exceed one year.

#### H. Equity Increases

An employee's salary may be reviewed for a possible equity increase when the staff member or his/her supervisor believes an inequity exists between that employee's salary and other salaries being paid to employees in the same position level, performing comparable duties. Consideration is given to the duties and responsibilities assigned, merit history, qualifications, experience, labor market and anomalous circumstances which may exist. Equity adjustments will only be made when a substantial inequity exists, not when there is a slight variance in salaries.

Education and experience are a determinant in establishing an appropriate starting salary. Occasionally earning a particular degree or certificate is made a condition of employment, and a predetermined salary increment may be awarded. However, position levels, and resultant salary ranges, are determined based upon a set of factors that include "minimum education experience". Job-related advanced degrees earned while employed at the University will not be considered as the sole basis for an equity increase.

The procedure to be followed is:

1. Staff member or supervisor completes Section I of Request for Equity Review form (Appendix #5) and forwards, with position description, to Department Head, with copies to Dean or Director and Administrative Officer. The HR-approved position description on which the review was based shall be the position description for the purposes of the appeal procedure.
2. Within 10 working days of receipt, Department Head after consultation with Dean/Director or Administrative Officer completes Section II and forwards, with organizational chart and justification, to Manager of Total Compensation at Amherst or the Director of Personnel at Boston.
3. Within 20 working days of receipt, Division of Human Resources completes Section III of Request for Equity Review form and returns it to Department Head with copies to staff member and Administrative Officer.
4. If staff member wishes to appeal action taken in Step 3 above, within 10 working days of receipt he or she completes Section IV of Request for Equity Review form and submits, to his or her union representative. All appeals being brought before the Board must be initiated by the Union. Only the Union may initiate appeals to

the Board by sending written notice of an appeal to the Manager of Total Compensation at Amherst or the Director of Personnel at Boston. Such notice shall specify the employee appealing and the grounds on which they appeal.

5. The Appeals Board is comprised of three representatives of Employer/University Administration, three representatives of the Union and one neutral voting Chairperson appointed by the Employer/University Administration and the Union. The costs of hiring a neutral voting Chairperson shall be equally shared by both parties. A majority vote is necessary to approve an appeal.
6. When the Union initiates a hearing by the Board, a written request for a hearing along with the Request for Equity Review form must be forwarded to the Manager of Total Compensation with copies to the Department Head, Dean or Director and Administrative Officer. Within 15 working days of receipt, the Manager of Total Compensation or the Director of Personnel at Boston will schedule a hearing at which the appellant, Department Head/Dean/Director, and Manager of Total Compensation present their respective cases and answer any relevant questions of the Board.
7. Within 15 working days after the hearing, the Board completes Section V of the form and notifies the appellant of its findings, with copies to the Department Head, Dean or Director, Manager of Total Compensation or the Director of Personnel at Boston and Administrative Officer.
8. The Appeals Board's decision is final; any resultant salary increase will be implemented effective no later than the Sunday following the date the request for equity review was received by the Division of Human Resources. If funds are not available in the current fiscal year budget, the funds required to implement any salary change will be included in the budget for the following fiscal year, with the same effective date. Grant-funded programs may be exempted in rare situations, only if it can be documented that sufficient funds are unavailable.

# UNIVERSITY OF MASSACHUSETTS POSITION DESCRIPTION WORKSHEET

This worksheet has been prepared to assist  
in describing the functions of a position.  
Please complete it when creating a new position  
or requesting a review of a current position.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

OFFICIAL TITLE: \_\_\_\_\_ FUNCTIONAL TITLE: \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_ TITLE: \_\_\_\_\_

- I. BASIC KNOWLEDGE - Minimum Education Requirements for position: (Do not describe the qualifications of the incumbent of position.)

	Minimum Number of Years	Degree	Course or Specialization
College			
Graduate School			
Other (certification; licensure; etc.)			

What specialized courses or technical knowledge in addition to above is desirable?

- II. EXPERIENCE - Minimum length of time required at time of hire to perform duties of position effectively with specified education or training?

\_\_\_\_\_ under 1 year

\_\_\_\_\_ 1 to 3 years

\_\_\_\_\_ over 3 to 5 years

\_\_\_\_\_ over 5 to 7 years

\_\_\_\_\_ over 7 to 10 years

\_\_\_\_\_ over 10 years

- III. JUDGMENT AND INITIATIVE - Includes relative level of intellectual demand inherent in the position; responsibility for formulating independent decisions; problem solving; prioritization; original thinking; analytical evaluation; application of specialized expertise or advanced knowledge in a field; conceptual development of techniques, procedures, and policies; and participation in long- and short-range plans.

Describe those duties which involve the greatest demand on intellectual skills (as outlined in paragraph above):

- IV. INDEPENDENT ACTION - The degree of independence exercised in performing assigned duties; exposure to or freedom from supervision or scope of delegated authority.

A. In what areas does the position allow for independent action and decision-making?

B. In what kinds of situations would the incumbent refer an issue to a supervisor? Within what constraints does the incumbent act?

C. Briefly describe the scope of responsibility and authority for the following:

Reports and records: (creating and/or approving)

Methods and procedures: (establishing and/or reviewing)

University expenditures: (incurring expenses, establishing and/or controlling budgets)

- V. ACCOUNTABILITY - Likelihood of errors; possibility of error detection; probable effects of errors on department, institution, or public; results of errors as measured in cash losses, injury to others, jeopardy to programs, damage to equipment or facilities, or significant inconvenience to others; access to privileged information, the disclosure of which could compromise the institution's position.

In light of the above description, describe briefly:

A. Those tasks in which serious errors are most likely to be made:

B. The scope and likely consequences of the most serious errors:

- VI. INTERRELATIONSHIPS - Level of human interaction: types of persons with whom the incumbent may be associated as well as basic human relations skills required.

A. Contacts within the University:

Position or Title of Persons Contacted	Nature of Contacts



B. Contacts outside of the University:

Position or Title of Persons Contacted	Nature of Contacts

VII. MANUAL SKILLS - Degree of manual skill required, including eye and hand coordination, finger dexterity, manipulative ability, etc., for varying lengths of time.

Identify those tasks which require significant manual skills and indicate what portion of daily assignments would be devoted to the task and whether lengthy periods of time (i.e., over two hours) would be involved:

Task

Proportion of Job/Period of Time

VIII. ENVIRONMENTAL CONDITIONS - Those conditions in the environment which may hamper the incumbent's ability to perform assigned duties through the creation of work distractions or unpleasant conditions.

Describe the environmental conditions of this position in relation to:

Noise, fumes, chemicals, harsh weather, or other physical irritants:

Stressful distractions or regular encounters with irate clientele:

- IX. PHYSICAL EFFORT - Degree of exertion required by general physical activity (standing, walking, etc.) and physical force exerted for short or intermittent periods of time.

Describe the most physically demanding activities of the position and the approximate percentage of the work hours involved in the activity:

- X. OCCUPATIONAL RISKS - Degree of exposure to job-related injury, probability of injury and potential severity of injuries, should accidents occur.

Potentially Dangerous Tasks

Potential Severity

- XI. SUPERVISORY RESPONSIBILITY - A: Types of supervision (direct, indirect, functional, etc.) and related organizational responsibilities (hiring, training, developing policies and procedures, establishing and controlling budgets through subordinate personnel).

Persons Supervised

Type of Supervision

Supervisory Activities

XII. SUPERVISORY RESPONSIBILITY - B: Numbers of staff under direct and indirect supervision and numbers of student employees under either direct or indirect supervision.

A. Direct supervision of non-student employees (not FTEs):

Check one box:

1-3	4-6	7-9	10-12	Over 12

B. Indirect supervision of non-student employees (not FTEs): (Employees supervised by directly reporting staff.)

Check one box:

1-10	11-20	21-50	51-100	Over 100

C. Direct or indirect supervision of student employees (average number at any given time):

Check one box:

1-10	11-20	21-50	51-100	Over 100

UNIVERSITY OF MASSACHUSETTS  
POSITION DESCRIPTION

NAME:	DEPARTMENT:	DATE:
STATE TITLE:	WORKING TITLE:	POSITION LEVEL:

A. GENERAL SUMMARY OF POSITION:

B. EXAMPLES OF DUTIES: (Identify those duties that demand the greatest amount of time, attention, and are of key priority to the department. Include any duties which present unusual physical requirements such as standing, walking, exposure to chemicals, etc.)

C. MINIMUM QUALIFICATIONS: (Minimum required level of education; required licenses; years and nature of related experience; unique requirements related to physical ability, travel, working evenings and weekends, etc.)

D. SUPERVISION RECEIVED:

E. SUPERVISION EXERCISED:

- 1. Number of non-student employees directly supervised:
- 2. Number of non-student employees indirectly supervised:
- 3. Average number of student employees supervised at any given time:

\_\_\_\_\_OFFICIAL POSITION CERTIFICATION\_\_\_\_\_

This is a complete and accurate description of this position.

_____	_____
DATE	SIGNATURE - STAFF MEMBER
_____	_____
DATE	SIGNATURE - DEPARTMENT HEAD
_____	_____
DATE	SIGNATURE - HUMAN RESOURCES DIVISION

**UNIVERSITY OF MASSACHUSETTS**  
**REQUEST FOR POSITION CLASSIFICATION REVIEW**

Appendix #3

INSTRUCTIONS: Send to appropriate administrative officer who will forward to Manager of Total Compensation if approved.

State Title: \_\_\_\_\_

Working Title: \_\_\_\_\_ Date: \_\_\_\_\_

Incumbent(s): \_\_\_\_\_ Department/Unit: \_\_\_\_\_

Complete this form if the description must be evaluated apart from the **periodic position classification** review.

1. Is this a new position? \_ Yes      \_ No  
(attach position description)

2. Is this a revision of an existing position? \_ Yes      \_ No  
(attach revised and former position descriptions)

3. Does this position replace an existing description? \_ Yes      \_ No  
If yes, former title: \_\_\_\_\_

4. If this is a new position or if there is a change in this position,  
does it significantly change any other position(s) in the department? \_ Yes      \_ No

If yes, please comment: \_\_\_\_\_  
\_\_\_\_\_

5. If this is an existing position that has changed significantly, please summarize the difference between this position description and the former description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Identify the reasons why this position has been created or changed (e.g. reorganization of functions, changes in work volume, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manager/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

**HUMAN RESOURCES USE ONLY**

Date Request Received \_\_\_\_\_

Request for Review is ACCEPTED \_\_\_\_\_  
DENIED \_\_\_\_\_  
POSTPONED \_\_\_\_\_

UNIVERSITY OF MASSACHUSETTS  
APPEAL OF POSITION LEVEL

I. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Working Title: \_\_\_\_\_

Assigned Position Level: \_\_\_\_\_

Position Level Sought: \_\_\_\_\_ Signature: \_\_\_\_\_

II. Signature of Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

(Organizational Chart and comments of both the employee and Department Head must be attached.)

III. Position Level Recommended by Division of Human Resources: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IV. I wish to appeal the determination above.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V. Position Level Recommended by Board: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Written justification must be attached.)

cc: Staff Member, Department Head, Dean or Director, Vice Chancellor, Manager of Total Compensation

UNIVERSITY OF MASSACHUSETTS  
REQUEST FOR EQUITY REVIEW

I. Name of Incumbent: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Working Title: \_\_\_\_\_

Current Salary: \_\_\_\_\_

Salary Sought: \_\_\_\_\_ Signature  
of Requester: \_\_\_\_\_

(Job description must be attached. Justification must be attached.)

II. Salary Recommended by Department Head: \_\_\_\_\_  
(Organizational Chart must be attached. Memo of justification for request/recommendation MUST be supplied by Department Head.)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

III. Salary Recommended by Division of Human Resources: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IV. I wish to appeal the determination above.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V. Salary Recommended by Board: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Written justification must be attached.)

cc: Staff Member, Department Head, Dean or Director, Vice Chancellor, Manager of Total Compensation



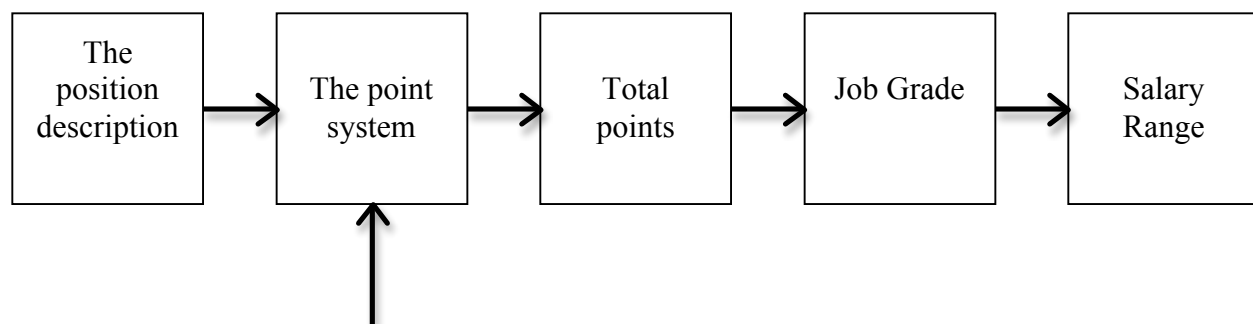
### UMass Professional Staff Job Classification System

This system has been in use at UMA and UMB since 1996. It is a revision of the Olney Position Evaluation Manual for Higher Education, which the University previously used.

All bargaining unit positions (not the people in the positions) are evaluated according to this system. Points are awarded for each of the thirteen elements. The total number of points determines the grade level (see last page). When duties and responsibilities of a position change, the position should be re-evaluated.

Salary ranges for each grade may be increased by the University.

#### **Job Classification System**



#### **The Point System**

Each position description is graded for 13 different elements. Each element is broken down into five or more levels. Each level is described by a paragraph and has a number of points assigned to it. The position description is evaluated according to the descriptions of each level and assigned the appropriate points for each element.

#### **The Elements**

- I. Basic Knowledge *(Sample levels: 18 24 30 36 42 50 60)*
- II. Experience
- III. Judgment & Initiative
- IV. Independent Action
- V. Accountability
- VI. Interrelationships
- VII. Manual Skills
- VIII. Environmental Conditions
- IX. Physical Effort
- X. Occupational Risks
- XI. Supervisory Responsibility—A
- XII. Supervisory Responsibility—B
- XIII. Information Technology Skills

## I. BASIC KNOWLEDGE

The complexities and relative levels of specialization involved in various positions demand varying degrees of knowledge, skills, and abilities which constitute the basic knowledge or minimum education requirement of the position. Basic knowledge is normally acquired through formal education; however, “equivalency” considerations should be given to self-study, evening courses, military service training, etc.

BASIC KNOWLEDGE	LEVEL INDEX
Duties may involve intermittent exposure to work situations requiring relatively broad scope of basic knowledge, i.e., ability in simple bookkeeping functions; working knowledge of trades or crafts; operational ability with office machines, i.e., typewriter, adding machine, duplications, keypunch, etc. Must be able to communicate information effectively to others orally or in writing. Equal to completion of four years of high school.	18
Work involves use of complex procedures requiring special knowledge or ability; e.g. operation of computer peripheral equipment; duties may require working familiarity with technical terminology, simple laboratory procedures, etc., or journeyman ability in trades or crafts.	24
Work requires broad knowledge of specialized field normally acquired through technical or vocational training, e.g., drafting, photography, electronic or chemical technology, secretarial arts. Equal to one to two years of college, scholastic preparation or Associate’s Degree.	30
Work requires extensive knowledge of specialized field, as well as general knowledge of related field(s). Equivalent to completion of three years college or an Associate degree and further specialized courses which may result in licensure or certification.	36
Duties require intensive knowledge of highly specialized field as well as general knowledge of related field; or broad knowledge of major organizational functions or activities. Equal to completion of four years of college, or Bachelor’s degree.	42
Duties require advanced theoretical or highly technical knowledge of specialized field, equal to one to two years of study at graduate level, or Master’s degree.	50
Responsibilities demand knowledge equivalent to doctoral degree in specialized discipline.	60

## II. EXPERIENCE

Experience measures the length of time usually or typically required by an individual, with the specified “basic knowledge”, to learn to perform the duties effectively under normal supervision. In evaluating a position on this factor, it should be remembered that experience may involve the following two elements:

- A. Previous qualifying experience in a related or less responsible position either within the organizational or outside.
- B. The length of “on the job training” or period of adjustment and adaptation on the specific job itself.

The length of required experience is the sum of A and B.

EXPERIENCE	LEVEL INDEX
Under 1 year	16
Over 1 year up to and including 3 years	24
Over 3 years up to and including 5 years	32
Over 5 years up to and including 7 years	40
Over 7 years up to and including 10 years	50
Over 10 years	60

### III. JUDGEMENT AND INITIATIVE

This job element measures the relative level of intellectual demand which may be inherent in a particular position. The responsibility for formulating independent decisions should be considered, as well as such criteria as problem solving, prioritization, original thinking, analytical evaluation, application of specialized expertise or advanced knowledge in a field, conceptual development of techniques, procedures, and policies, and degree of participation in the formulation of long- and short-range plans.

JUDGEMENT AND INITIATIVE	LEVEL INDEX
Responsibilities may involve performance of specialized procedures requiring familiarity with relatively broad range of techniques and knowledge. Duties may demand comprehensive knowledge of departmental functions; may offer constructive suggestions regarding programmatic or departmental procedures, planning, etc.	20
Assigned responsibilities require application of substantial knowledge of a field of expertise, or complex technology or general knowledge of inter- and intra-departmental operating policies, systems, and procedures.	24
Responsibilities may involve prioritizing goals; research and investigation; formulating independent or joint decisions regarding procedures, budgets, personal development of specific populations, operations, systems, policies; and contributing to overall short and long range planning in program or department.	28
Nature of duties may require the ability to solve complex problems spanning a range of academic and/or administrative areas; consistent with the same range, may participate in the conception, development and implementation of major projects involving administrative programs, new technology, research, curricular design, or training.	33
Duties and responsibilities include planning, directing and controlling a major division of institution, exercising judgment and initiative to oversee operations and determine the short and long range plans for the division, to meet the institutions overall goals and objectives.	38
Responsibilities include planning, organization, and coordination of major functional segment of the institution (executive area), involving exercise of high degree of judgment, initiative, and leadership, as well as the ability to anticipate and positively react to technical organizational, and administrative problems.	44
Must be able to exercise authority and accept responsibility for direction of overall activity of institution including planning, operation, and control, subject the directives and established objectives set forth by the governing board.	55

#### IV. INDEPENDENT ACTION

The Independent Action element is used to assess the relative degree of independence that the individual exercises in performing the assigned duties of all positions. In lower level positions, Independent Action may be thought of as exposure to, or freedom from, supervision; while, in higher level positions, Independent Action frequently is a reflection of the scope of delegated authority.

INDEPENDENT ACTION	LEVEL INDEX
Incumbent generally establishes own work plan and priorities, using established procedures, to assure timely completion of assigned work in conformance with established departmental policies and practices; problems lacking clear precedent are usually reviewed with supervisor prior to taking action.	10
Incumbent functions independently within broad scope of department policies and goals; may adapt established procedures to particular problems; generally refers specific problems to supervisor only where clarification of departmental policies and procedures may be required.	20
Incumbent consistently works independently and/or jointly as member of a small team in formulating plans and objectives for program or section in accordance with overall departmental goals, within the constraints of professional guidelines and codes of ethics. May conceptualize new technological applications or areas of research. Refers problems or exceptions to departmental policy to supervisor for further clarification.	25
Incumbent has authority to establish policies, determine allocation of resources and delegate responsibility consistent with plans and goals of department or major projects. Consults with division head, dean or director on specific matters only where clarification, interpretation, or exception to institutional policy may be required.	30
Incumbent functions independently within broadly defined area of delegated authority affecting a large segment of institution; may exercise authority over a major division, college/school, or MBU, deferring to Vice Chancellor on matters requiring deviation from existing university policy.	35
Incumbent establishes personal standards of performance within broad framework of policy and objectives as set forth by the governing board. May exercise provisional authority of Chancellor for short periods with direct responsibility to governing Boards, and may be responsible for an entire executive area.	40
Exercise authority over total operations of institution in conformance with general directives and objectives set forth by governing Boards, seeking advice and counsel of Board only on matters of importance.	50

## V. ACCOUNTABILITY

There exists in every position the possibility of error, whether through omission, commission, or direction. The Accountability element permits objective measurement of: likelihood of errors; possibility of error detection; and probable effects of errors on department, institution, or the public. Probable results of errors are measured in terms of cash losses, injury to others, and jeopardy to programs, damage to equipment or facilities, or significant inconvenience to others. Also considered is access to privileged information, the disclosure of which could compromise the institution's position.

ACCOUNTABILITY	LEVEL INDEX
Nature of duties involves responsibility for working with data and/or programs of an inter-departmental nature. Possible errors could cause significant delays in the processing of important information; result in losses through damage to facilities, equipment, or loss of materials; or result in minor monetary losses through mistakes in preparation of fiscal information; or result in unreasonable or substantial costs or significant inconvenient to others. May routinely have access to confidential compensation, etc.	15
Responsibilities may include participation in planning activity at program or small departmental level, or the development of solutions to specific problems requiring analysis and complex decision-making, where errors in technique or judgment would be difficult to detect. May have direct responsibility for determining course of action to be taken by others. Erroneous judgment could result in significant losses or costs, program failures, or major deleterious effects on another person's academic, social or emotional well-being. Has regular access to all data related to program or small department level.	24
Duties may include responsibility for directing the formulation and implementation of planning at the departmental level and/or development of recommendations which contribute to institution-wide plans and objectives; initiating budgetary recommendations and assumption of fiscal responsibility for departmental activity, including responsibility for facility, equipment and workforce utilization. Performance errors could severely hamper departmental operations. Works regularly with privileged information concerning departmental activities and plans, and may have access to privileged information at inter-departmental level.	33
Duties may include responsibility for directing the formulation and implementation of planning at the College/Div./MBU level and/or development of recommendations on which institution-wide plans and objectives are based; initiates budgetary recommendations and may assume fiscal responsibility for facility, equipment, and workforce utilization. Performance errors could severely hamper College/Div./MBU operations. Works regularly with privileged information concerning inter-departmental activities and plans. <i>(continued on the next page)</i>	38

May assume functional responsibility for major areas of institution's activity (or entire institution) in absence of Chancellor; erroneous judgment in the exercise of responsibilities could have continuing adverse influence on overall functions. Has regular access to institution's highly restricted objectives, plans, and total programs.	44
Duties involve primary responsibility for institution's operations where errors in judgment could have far-reaching effects on the institution's ability to meet its established objectives. Has full and complete access to all institutional objectives, plans and programs.	55

## VI. INTERRELATIONSHIPS

The Interrelationships element measures the relative level of human interaction involved in any particular position. Considered under this element are the types of person with whom the incumbent may be associated, as well as the basic human relations skills which may be required in the performance of assigned duties or responsibilities.

INTERRELATIONSHIPS	LEVEL INDEX
Functions performed require the ability to communicate and/or discuss complex information with other employees, students, parents or the general public, under conditions where perceptiveness, clarity, or sensitivity may be required.	9
Assigned duties may include serving as functional representative of the institution on matters of policy or procedure where perceptiveness, clarity, and tact are required ; duties may require the ability to affect and/or modify actions of others where empathy and perceptiveness are required to analyze individual circumstances and determine most appropriate course of action.	18
Work may involve dealing with the personnel of other departments within the institution, as well as students, parents, general public, representatives of other organizations, vendors, etc., to further the interests of the institution, duties may involve fostering or promoting growth, development or well-being of persons entitles to the services of the institution.	28
Work involves representing the institution to outside groups where considerable discretion, resourcefulness and persuasiveness may be required to achieve desired objectives through negotiations, or influencing he decisions of others. Work may regularly require specialized skills to relate effectively to populations with exceptional needs.	32
Nature of responsibilities involves regular association with community leaders, local, state, and deferral government officials, etc., where considerable ability is required to protect and promote the best interest of the institution as a whole.	37
Duties require ability to represent institution effectively in situations of major importance to present and future success of the institution. Must effectively work with and influence all types of persons.	46



## VII. MANUAL SKILLS

Many positions require the application of carrying degrees of manual skills, such as eye and hand coordination, finger dexterity, manipulative ability, etc., for varying lengths of time.

MANUAL SKILLS	LEVEL INDEX
Duties require little or no application of basic manual skills other than normal reflexive actions.	2
Demands of position are primarily mental; however, occasional and minimal manipulative ability may be required in filing equipment operation, and similar tasks.	4
Significant portions of daily assignments may involve application of manual skills requiring eye and hand coordination in combination with finger dexterity, e.g., typing, machine operation, etc., or use of tools or instruments.	6
Responsibilities may involve close eye and hand coordination, finger dexterity, and manipulative ability under circumstances where accuracy may be critical; may take repairs to delicate electronic or similar instruments, or perform microscopic experiments, or precise medical procedures.	8
Duties may involve intense concentration of manual skills together with visual acuity for lengthy periods of time in such functions as delicate assembly or repair, involving micro techniques, use of miniaturized instruments, etc.	10

### VIII. ENVIORNMENTAL CONDITIONS

The Environmental Conditions element measures the environmental conditions under which the work of a specific position may be performed. Considered re elements which may hamper the incumbent's ability to perform assigned duties, through the creation of work distractions or unpleasant conditions.

ENVIRONMENTAL CONDITIONS	LEVEL INDEX
Generally pleasant working conditions with few or no distractions or unpleasant elements.	2
Satisfactory physical environment with occasional distractions from machine or related noise, or exposure to unpleasant elements such as chemical fumes, dust, or temperature variations caused by poor ventilation.	4
Duties may involve general cleaning with exposure to dirt, noxious chemicals, odors, cramped quarters, etc., or much of work may be performed outdoors with exposure to weather extremes; or frequent distractions disruptive of work routines. Work may involve dealing with irate or anxious individuals.	8
Nature of duties may involve continuous presence of unpleasant or irritating elements, e.g. considerable noise, constant exposure to extremes of weather through duties performed exclusively outdoors; work may require frequent exposure to emotionally stressful situations.	12
Work requires high degree of individual tolerance to combinations of extremely unpleasant elements. Nature of physical environment is such that incumbent must be relieved at frequent intervals in order to assure personal well-being and/or safety.	18

## IX. PHYSICAL EFFORT

The Physical Effort element measures the degree of exertion required in the performance of various position responsibilities. In addition to direct physical labor, consideration should be given to general physical activity, i.e., standing, walking, etc., as well as physical force exerted for short or intermittent periods of time.

PHYSICAL EFFORT	LEVEL INDEX
Duties involve little or no exertion of physical effort.	4
Work may involve occasional light to moderate exertion oh physical effort in transporting, or lifting, moving, or carrying light-weight materials or equipment.	8
Duties may involve intermittent exertion of moderate physical effort in positioning, lifting or moving bulky equipment or materials weighing to 30 to 60 pounds.	12
Duties consist primarily of physical labor, involving occasional moderate to heavy exertion of physical effort in lifting, pulling, pushing, or similar functions.	16
Position demands frequent exertion of heavy physical effort for extended periods of time, requiring considerable strength and endurance.	20

## X. OCCUPATIONAL RISKS

The Occupational Risks element measures the relative degree of exposure to job-related injury which may be present in various positions. It is important in applying this element to determine the probability of injury during the performance of assigned functions, as well as the potential severity of injuries, should accidents actually occur.

OCCUPATIONAL RISKS	LEVEL INDEX
Nature of duties performed presents little or no potential for job-related accidental injury.	2
Work generally does not involve occupational risk; however, failure to follow established procedures and safety practices could result in minor injury, e.g., abrasions, chemical or heat burns, bruises from falls on slippery floors.	4
Duties may involve working with dangerous and/or unidentified chemicals, hot steam, open flame, extremely heavy materials, presenting potential risk of disabling injuries resulting in loss of time from work. Duties performed may involve frequently assisting in moving, lifting or positioning equipment, materials or persons and present potential risk of disablement, resulting in loss of time from work.	8
Work may involve frequent exposure to hazardous situations or dangerous persons involving potential for serious disabling injuries resulting in permanent loss of, or impairment to, major bodily function, e.g., sight, speech, hearing, use of limb(s), etc.	14
Functions regularly performed are generally hazardous and though generally acceptable professional guidelines are followed and discretions exercised, may involve exposure to high voltage power sources, dangerous machinery, dangerous levels of radiation, harmful laser beams, explosive environments lacking safety monitoring, as well as inadvertent exposure to infectious agents that may be contained in human body fluids. Job related injuries could result in total and permanent disability or loss of life.	20

## XI. SUPERVISORY RESPONSIBILITY – A

The Supervisory Responsibility element is subdivided into two sections:

- A. organizational responsibility for others; and
- B. actual numbers of persons involved, or quantitative responsibility for others.

In the first category, consideration should be given to establishing types of supervision provided, i.e., functional, technical, direct, administrative, etc., as well as directly related organizational responsibilities, e.g., responsibility for hiring, training, developing policies and procedures, and the establishment and control of budgets through subordinate personnel.

SUPERVISORY RESPONSIBILITY—A	LEVEL INDEX
May provide functional or technical supervision over other employees in same or closely related classification, where scope of supervisory responsibility is limited to occasional directions, guidance, explanation, etc. May assume relief responsibility for small units at infrequent intervals.	3
Provides direct supervision over functional unit or section where supervisory responsibility includes scheduling and/or assignment of personnel; however, supervisory responsibility is not normally a significant portion of assigned duties. Also included in this category are people who may relieve or act as substitutes for an absent department head or program director.	6
Principal duty is the direct supervision over a functional unit, section, program or small department. Responsibilities include selection, orientation and training of personnel; initiation of “personnel action” recommendations; workforce planning and development; and fiscal accountability for establishing and controlling operating budgets.	11
Duties include supervisory responsibility for major department, including selections and training of personnel; initiation of “personnel action” recommendations; personnel planning and development; fiscal accountability for establishing and controlling operating budgets and workforce planning.	21
Responsibilities include accountability for activities of major division, college/school or MBU involving coordination of operations of two or more major department, and direct supervisory responsibility over subordinate department heads. May assume temporary or provisional responsibility for entire executive area operation in absence of Vice Chancellor.	28
Directs, plans, organizes and controls activities of an entire executive area, exercising provisional authority for Chancellor for short periods, as necessary.	35
Directs, organizes, plans, and coordinates overall activity and operation of institution in accordance with general directives and objectives established by governing Board.	42

## XII. SUPERVISORY RESPONSIBILITY – B

The number of points for this factor is the sum of points received for direct, indirect and student employee supervision.

### 1. Direct Supervision

The number of non-student employees directly supervised (not FTE's).

3 or fewer	3
4 – 6	5
7 – 9	7
10 – 12	9
More than 12	11

### 2. Indirect Supervision

The number of non-student employees indirectly supervised (not FTE's).

10 or fewer	1
11 – 20	3
21 – 50	5
51 – 100	7
More than 100	9

### 3. Student Supervision

The average number of students supervised directly or indirectly at any given time.

10 or fewer	1
11 – 20	2
21 – 50	4
51 – 100	6
More than 100	8

## **I. INFORMATION TECHNOLOGY SKILLS**

The Information Technology Skills element is used to assess the relative level of specialized knowledge related to Information Technology (IT), or the use of computers to analyze, communicate, manage or manipulate data.

<b>INFORMATION TECHNOLOGY SKILLS</b>	<b>LEVEL INDEX</b>
Work may involve basic computer skills, including data entry, email, or the use of office productivity software.	<b>0</b>
Work requires advanced knowledge of computer software and/or hardware; or web design skills, including markup, scripting, standards or web development platforms. Employee is expected to diagnose problems related to commonly used computer software and/or hardware; provide training; recommend technological solutions to resolve problems or improve efficiency; install or upgrade software and/or hardware. Excludes responsibilities for web content maintenance.	<b>12</b>
Work requires specialized knowledge of information technologies; or the use of data mining, analytical or statistical software. Employee is expected to provide direct support, administration, maintenance and/or programming of IT systems, such as multi-user applications, databases, networking infrastructure, servers, websites or other IT components.	<b>18</b>
Work requires expertise in the development and deployment of information systems, including network and data security and compliance. Employee is responsible for managing major aspects of information systems used across campus, including implementing new systems; reviewing, auditing, and/or upgrading systems and infrastructure and making recommendations for IT infrastructure and/or security.	<b>24</b>
Employee is responsible for design and architecture of information technology on a campus-wide level.	<b>30</b>

## ELEMENT-LEVEL INDEX WEIGHTING

Element		Level Index Distribution							
I.	Basic Knowledge	18	24	30	36	42	50	60	
II.	Experience	16	24	32	40	50	60		
III.	Judgment and Initiative	20	24	28	33	38	44	55	
IV.	Independent Action	10	20	25	30	35	40	50	
V.	Accountability	15	24	33	38	44	55		
VI.	Interrelationships	9	18	28	32	37	46		
VII.	Manual Skills	2	4	6	8	10			
VIII.	Environmental Conditions	2	4	8	12	18			
IX.	Physical Effort	4	8	12	16	20			
X.	Occupational Risks	2	4	8	14	20			
XI.	Supervisory Responsibility—A	3	6	11	21	28	35	42	
XII.	Supervisory Responsibility—B								
	Direct supervision	3	5	7	9	11			
	Indirect supervision	1	3	5	7	9			
	Student supervision	1	2	4	6	8			
<b>II. Information Technology Skills</b>		<b>0</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>30</b>			

Level Index Range	UMA Grade	UMB Grade
113 – 124	21	24
125 – 136	22	25
137 – 148	23	26
149 – 160	24	27
161 – 172	25	28
173 – 184	26	29
185 – 196	27	30
197 – 208	28	31
209 – 220	29	32
221 – 232	30	33
233 – 244	31	34
245 – 256	32	35
257 – 268	33	36
<b>269—280</b>	<b>34</b>	<b>37</b>
<b>281—292</b>	<b>35</b>	<b>38</b>
<b>293—304</b>	<b>36</b>	<b>39</b>
<b>305—316</b>	<b>37</b>	<b>40</b>
<b>317—328</b>	<b>38</b>	<b>41</b>



## **APPENDIX C: UMass Board of Trustees Policies**

- **T16-040: Non-Discrimination and Harassment and Administrative Standards (9/21/2016)**
- **T96-136: Principles of Employee Conduct (12/4/1996)**

UNIVERSITY OF MASSACHUSETTS  
NON-DISCRIMINATION AND HARASSMENT POLICY

**PURPOSE**

The University of Massachusetts complies with applicable state and federal laws on non-discrimination, harassment, and retaliation including Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, and the Massachusetts anti-discrimination law. This policy states the University's commitment to assure compliance.

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**I. INTRODUCTION**

This policy affirms the University of Massachusetts' ("University's") commitment to provide a welcoming and respectful work and educational environment, in which all individuals within the University community may benefit from each other's experiences and foster mutual respect and appreciation of divergent views. The University will not be tolerant of conduct which violates rights guaranteed by the law or University policies. Accordingly, the University prohibits unlawful discrimination and harassment based upon protected characteristics, and related retaliatory conduct, in accordance with state and federal non-discrimination laws, including Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, and the Massachusetts anti-discrimination laws.

**II. POLICY STATEMENT**

The University prohibits unlawful discrimination, harassment (including sexual harassment), and retaliation against anyone based on religion or religious belief, color, race, marital status, veteran or military status, age, sex, gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class, in education, admission, access to or treatment in, its programs, services, benefits, activities, and terms and conditions of employment at the University.

**III. DEFINITIONS**

For the purposes of this policy, the following definitions apply.

- a. ***Unlawful discrimination*** is conduct that is directed at a specific person or persons that subjects them to treatment that adversely affects their employment, application

for employment, education, admissions, University benefits, programs, or activities, because of their religion or religious belief, color, race, marital status, veteran or military status, age, sex (including sexual harassment), gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class.

- b. **Harassment** is conduct by a person or persons against another person or persons based upon their legally protected class that adversely has the effect of:
  - (i) unreasonably interfering with a person or person's employment, educational benefits, academic grades or opportunities, or participation in University programs or activities; or
  - (ii) unreasonably interfering with a person or person's work or academic performance; or
  - (iii) creating an intimidating, hostile, or offensive working or academic environment.
- c. **Sexual Harassment** is unwelcome conduct of a sexual nature when:
  - (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in University programs or activities; or
  - (ii) submission to or rejection of such conduct by a person or persons is used as a basis for employment or educational decisions affecting such person or persons, or participation in University programs or activities; or
  - (iii) such conduct unreasonably interferes with a person or person's work or academic performance; interferes with or limits a person or person's ability to participate in or benefit from a work or academic program or activity; or creates an intimidating, hostile, or offensive working or academic environment.
- d. **Retaliation** is the interference through intimidation, including threats, coercion, or unlawful discrimination, with an individual's right or privilege secured under the law [Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, the Massachusetts anti-discrimination laws, or other laws] or interfering with an individual's right to make a complaint, testify, assist, or participate in any manner in an investigation, proceeding or hearing, or to intervene to prevent a violation of this policy.

Any member of the University community who engages in unlawful discrimination, harassment (including sexual harassment), or retaliation in violation of this policy may be subject to disciplinary or other action. The campuses shall develop campus policies and

complaint and investigatory procedures that will provide an equitable and prompt resolution of a complaint and make recommendations for disciplinary or other action.

This policy applies to all members of the University community, including students, employees, faculty, applicants for admissions and employment, contractors, volunteers, and visitors.

#### **IV. RESPONSIBILITIES**

Chancellors and the Senior Vice President for Administration & Finance and Treasurer for the President's Office are directed to disseminate this policy within their communities.

#### **V. STANDARDS**

The President or designee, in consultation with the General Counsel and Senior Vice President for Administration & Finance and Treasurer, will issue administrative standards to implement this policy. Campuses shall establish campus policies and procedures, within the scope of this policy and the administrative standards.

**DOC. T96-136, as amended**

**Passed by the BoT**

**12/4/96**

**PRINCIPLES OF EMPLOYEE CONDUCT  
UNIVERSITY OF MASSACHUSETTS**

Institutions of higher education are entrusted with great resources and commensurably great responsibilities. They must meet their mission of research, teaching, and service in ways that truly enrich the society that supports them and truly serve the students, parents, and alumni who in joining the university community become life-long members of the extended university learning family. College and university leaders play a key role in assuring that high standards of ethical practice attend to the delivery of services to their various constituents and to the custody and use by all their faculty, staff and students of the resources entrusted to them. The University of Massachusetts embraces the values expressed in these Principles of Employee Conduct and expects their observance by all its employees.

University employees are entrusted with public resources and are expected to understand their responsibilities with respect to conflicts of interest and to behave in ways consistent both with law and with University policy.

University employees are expected to be competent and to strive to advance competence both in themselves and in others.

The conduct of University employees is expected to be characterized by integrity and dignity, and they should expect and encourage such conduct by others.

University employees are expected to be honest and conduct themselves in ways that accord respect to themselves and others.

University employees are expected to accept full responsibility for their actions and to strive to serve others and accord fair and just treatment to all.

University employees are expected to conduct themselves in ways that foster forthright expression of opinion and tolerance for the view of others.

University employees are expected to be aware of and understand those institutional objectives and policies relevant to their job responsibilities, be capable of appropriately interpreting them within and beyond the institution, and contribute constructively to their ongoing evaluation and reformulation.

The University is responsible for communicating to University employees the content of these Principles of Employee Conduct and for ensuring that the standards of conduct contained herein are met.

The University expects to provide its employees:

a work environment that is professional and supportive;

a clear sense of the duties of their job, the procedures for performance review, and access to relevant University policies and procedures;

within the scope of each employee's assigned areas of authority and responsibility, the duty to exercise appropriate judgment and initiative in performing duties;

the right to seek appropriate review of matters that violate the ethical principles contained in these Principles.

C

**APPENDIX D: Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984)**

# **System-wide Tuition Remission Policy For Higher Education Employees**

*The following policy is provided in its entirety.*

**(Board of Higher Education)**

May 21, 1984

## **I. Eligibility**

- A. All full-time professional and classified employees of a public college or university who are paid from the 01 or 02 subsidiary account, and who have completed at least six months of service (or in the case of faculty, one academic semester) as of the date of enrollment, shall be eligible for systemwide tuition remission benefits\*. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see C, D, and E below.)
- B. The spouse and dependent child or children of any eligible employee shall also be eligible for systemwide tuition remission benefits. A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's federal tax return for the tax year immediately preceding enrollment. No employee's child beyond the age of 25 shall be eligible for tuition remission, provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.
- C. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.
- D. If an eligible employee who has completed at least five years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this Section D and the above Section C shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.

\*Employees who are members of a bargaining unit which has not executed a collective bargaining agreement with the Board of Higher Education for the period of 1983-1986 shall become eligible for SystemWide Tuition Remission only upon execution of such an agreement. The actual effective date of SystemWide Tuition Remission for these employees shall be determined by the Chancellor.

- E. If an eligible employee leaves the employment of public higher education under conditions other than those described in C and D above while a spouse or child is enrolled in a course/program, the spouse or child may complete the semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

## **II. Applicability**

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

- A. For enrollment in any state supported course or program at the undergraduate or graduate



level at any Community College, State College, or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.

- B. For enrollment in any non-state supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty- percent tuition remission shall apply.
- C. Tuition remission shall apply to non-credit as well as credit bearing courses.

### **III. Limitations**

- A. Employees or their spouse or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.,) books, and supplies.
- B. Employees or their spouse or dependent children must apply for admission and meet all admissions standards for the desired course/program.
- C. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition paying students, as determined by the administration, has not enrolled.
- D. Tuition remission benefits are non-transferable.

### **IV. Certification Process**

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

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

### **V. Effective Dates**

This policy shall take effect on September 1, 1984 and shall apply to any course or program beginning on or after that date. It shall remain in effect until June 30, 1986.

### **VI. Continuation of Existing Benefits**

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

### **VII. Interpretation of this Policy**

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

## **Addendum (part-time employees)**

### **(Board of Higher Education)**

Revised 7/16/84

This Addendum to the Board of Higher Education's SystemWide Tuition Remission Policy describes the eligibility requirements and applicability of tuition remission benefits for certain part-time employees in higher education.

#### **I. Eligibility**

- A. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 subsidiary account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for systemwide tuition remission benefits. All regular part-time employees who are not members of a collective bargaining unit, who work at least one half of the hours of a full-time position, who are paid from the 01 or 02 subsidiary account, and have completed at least six months of full-time equivalent service as of the date of enrollment, shall also be eligible for systemwide tuition remission benefits.
- B. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for systemwide tuition benefits. The age limitation and IRS dependency standards set forth in the BHE's SystemWide Tuition Remission Policy shall apply to children of eligible part-time employees.

#### **Applicability**

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

- A. For enrollment in any state supported course or program at the undergraduate or graduate level at any Community College, State College or University, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- B. For enrollment in any non-state supported course or program offered through continuing education, including any community service course or program, at any Community College, State College or University, twenty-five percent (25%) tuition remission shall apply.
- C. Tuition remission shall apply to non-credit as well as credit bearing courses. In all other respects, the provisions of the BHE's SystemWide Tuition Remission Policy shall be of application to eligible part-time employees.