

AGREEMENT

BETWEEN

THE UNIVERSITY OF MASSACHUSETTS, AMHERST

AND

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

July 1, 2017 through June 30, 2019

TABLE OF CONTENTS

	PAGE
Preamble	iii
Definitions	iv
Article 1	Recognition 1-2
Article 2	Scope of Agreement 3
Article 3	Management Rights 4
Article 4	Union Security 5
Article 5	Agency Service Fee 6
Article 6	Union Business 7-9
Article 7	Non-Discrimination & Affirmative Action 10
Article 8	Fair Practices 11
Article 9	Workweek and Work Schedule 12-14
Article 10	Employee Expenses 15
Article 11	Term of Appointment 16
Article 12	Seniority 17
Article 13	Discipline and Discharge 18
Article 14	Promotion and Filling of Vacancies 19
Article 15	Leave Benefits 20
Article 16	Layoff and Recall 21
Article 17	Grievance and Arbitration 22-26
Article 18	Employee Compensation 27
Article 19	Safety Procedures/Drug and Alcohol Testing 28-40
Article 20	Personnel Files 41
Article 21	Evaluation of Employees 42-43
Article 22	Labor/Management Committee 44
Article 23	No Strike/No Lockouts 45
Article 24	Health and Welfare 46
Article 25	Savings Clause 47
Article 26	Duration and Signature Page 48
Article 27	Salary Schedules 49
Appendix A	Union Dues Card 50
Appendix B	Agency Fee Card 51
Appendix C	Employee Request for Change in Work Shift or Days Off 52
Appendix D	Employee request for Change in Work Location or Assignment 53
Appendix E	Memorandum of Agreement - Subject to review to comply with Mass Earned Sick Leave law 54
Appendix F	Memorandum of Agreement - Article 15 Leave Benefits 55-56

PREAMBLE

This Agreement entered into by the University of Massachusetts, Amherst, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 93, Local 1776, AFL-CIO (CC/03 unit), hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union. All parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

DEFINITIONS

1. **BOARD** - The term “Board” shall mean the Board of Trustees of the University of Massachusetts.
2. **CHIEF EXECUTIVE OFFICER (CEO)** - The term “Chief Executive Officer,” hereinafter in this Agreement as “CEO,” shall mean the Chancellor of the University of Massachusetts at Amherst, or his/her designee.
3. **CHIEF EXECUTIVE OFFICER DESIGNEE** - shall be the Employee/Labor Relations Administrator or his/her designee.
4. **DAY** - Except as is otherwise provided in this Agreement, the term “day” shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day, or holiday.
5. **EMPLOYER** - The term “Employer” shall mean the University of Massachusetts Amherst.
6. **IMMEDIATE SUPERVISOR** - The term “Immediate Supervisor” shall mean the immediate work supervisor, designated by the CEO or designee, who may or may not be a unit member.
7. **INSTITUTIONAL PERSONNEL OFFICER** - shall be Manager of Total Compensation/Assistant Vice Chancellor for Human Resources or designee.
8. **SENIORITY** - Except as is otherwise provided in this Agreement, the term “seniority” shall be defined pursuant to the language in Article 12.
9. **TOUR OF DUTY** - The term “Tour of Duty” shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
10. **UNION** - The term “Union” shall mean Local 1776 of the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO.
11. **WORKWEEK** - The term “Workweek” shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, standards of productivity and performance, and other terms and conditions of employment for all employees in the bargaining unit recognized by voluntary agreement and a voluntarily conducted election on May 3 and 4th 2011. The bargaining unit is defined as including all CC/03 employees in Auxiliary Services (which shall be defined as employees working in the Worcester Dining Common, the Franklin Dining Common, the Berkshire Dining Common and the Hampshire Dining Common, the Blue Wall, the Hatch and other Dining and retail food facilities operated by Auxiliary Enterprises of the University of Massachusetts Amherst), Physical Plant, Housing Services and Parking Services who perform work similar in type and function to those services provided by members of the previously existing AFSCME represented bargaining unit in those locations. Further defining such employees as those among the above referenced classification who shall be members of the bargaining unit as employees who work at least 10 hours per week and have worked at least six (6) work weeks in a calendar year excluding all other CC temporary employees and by way of example and not limitation employees working in titles such as Staff Assistant, Staff Associate, Clerical Assistant, Professional Assistant, Interpreter for the Deaf and working in offices and areas by way of example and not limitation such as the Chancellor's Office, Engineering Departments, Chemistry, Communication, Computer Science, Conference Services, Controller's Office, Cranberry Station Extension, Dean's Office, Disability Services, Economics, Education Policy, Research and Administration, Equal Opportunity & Diversity, Everywoman's Center, Executive Office, Exercise sciences, Facilities, Finance & Operations, Financial Aid, Fine Arts Center, Food Sciences, Graduate Registrar, History, Housing Systems, Human Resources, ILED Operations, International Programs, Labor Relations & Research Center, Laboratory, Maintenance, Math & Statistics, Meal Plan Office, Microbiology, Music & Dance, Natural Resources Conservation, New Student Program, Nursing Services, Nutrition, Operations, Pharmacy, Physical Education, Plant, Soil & Insect Sciences, Police Operations, Polymer Science & Engineering, Printing Services, Procurement, Psychology, Public Health, Radiology, STEMTEC, Student Development, Talent Search, Teacher Education/Curriculum, Telecommunication Services, Theater, Transit Services, Undergraduate Advising & Academic Support Center, Umass Extension, (University Club), Utilities Engineering, Vice Chancellor for Administration & Finance Office, Veterinary & Animal Sciences, Executive Area of Research and Engagement, Executive Area of Development and Alumni Relations, WFCR, Media Services, Accommodations, Administration, Advising, Alterations, Animal Care, Anthropology, Archeological Services, Astronomy, Athletics, Biology, Business Management, CIO, CE, Academic Affairs, University Relations, Student Affairs and Campus Life and all other University locations are excluded from the unit regardless of the number of hours worked.

Excluding also retired benefited employees working as CC/03 employees and persons provided by outside contractors or involved in a sheltered workshop program for persons with disabilities and interns hired in conjunction with a program sponsored by and referred from an educational institution.

The Employer will not aid, promote, or finance any labor group, organization, or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining the Union or changing any condition in this Agreement. The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant, or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant, or contract funding source and the level of funding hereunder so allow, as determined by the CEO.

ARTICLE 2

SCOPE OF AGREEMENT

SECTION 1.

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated hereunder namely: the second paragraph of section twenty-eight of chapter seven (Red Book); section twenty-four A; paragraphs four and five (Gray Book), formerly paragraphs five and six of section forty-five; paragraphs one, four, and ten of section forty-six, and section fifty-three of chapter thirty; sections thirty to forty-two, inclusive, of chapter one hundred forty-nine.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Any prior Agreements covering employees covered by this Agreement shall be terminated and of no effect upon the effective date of this Agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent. Specifically where this agreement is in conflict with existing Campus or University policies this agreement shall prevail.

SECTION 5

This Agreement shall not be deemed to require the employer to pay employees in this bargaining unit from so called "CC/03" accounts nor shall it restrict the employer from paying employees from such funds. Further it is understood and agreed that participation in the Commonwealth's Health Insurance Plan (General laws Chapter 32A) and the Commonwealth's Retirement Plan for Public Employees (G.L. Chapter 32) are not currently available to employees denominated by the Employer as CC/03 Employees and nothing contained in this contract shall change that status. Further it is agreed the Employer has the exclusive right not subject to arbitration and which the Union has agreed is excluded from bargaining to determine which if any employees shall be paid from so called "CC/03" accounts and the Union waives by this Agreement any right of any sort it may have to bargain over such determinations.

ARTICLE 3

MANAGEMENT RIGHTS

The Union and the Employer agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement and no provision shall be construed to restrain the University from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, residence halls, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote, and discharge employees; to contract out work; to control and determine the state of products which may be used by employees; to restructure and combine jobs or to organize work teams or groups as it determines the operational needs of the organization warrant; to determine the time for work, staffing pattern, and work area; to determine the method and place of performing work including the right to determine that the University's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work, shifts and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part of the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, or retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute, or law. Any Management right set out in this Article shall be subject to the grievance and arbitration provisions herein only to the extent there is a specific provision in the agreement that clearly governs such grievance and it is alleged to have been violated. Moreover, the Union for the duration of this agreement waives its right to bargain over any reserved power of Management covered by this clause.

ARTICLE 4

UNION SECURITY

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The Employer shall deduct biweekly dues or any agency service fee from the pay of employees, who request such deduction in accordance with this Article, and transmit such funds in accordance with University policy to the Treasurer of the Union, together with a list of part-time and full-time employees whose dues or agency service fees are transmitted, provided that the Employer is satisfied by such evidence that it may require that the treasurer of the Union has given to the Union a bond in a form approved by the Employer for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Employer.

The parties agree to deduct from the pay of unit employee's dues or agency fees on a biweekly basis and to remit the dues or fees on a monthly basis.

ARTICLE 5

AGENCY SERVICE FEE

SECTION 1.

Each employee, who elects not to join or maintain membership in the Union, may voluntarily pay a service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

SECTION 2.

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

ARTICLE 6

UNION BUSINESS

SECTION 1. UNION REPRESENTATIVES

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

SECTION 2. UNION OFFICIALS

Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Two (2) designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievance through the contractual grievance procedure, except that for class action grievances, no more than two (2) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner, which shall not be disruptive to the University's operations or any employee's work. The Union will furnish the Employer with a list of the designated Union officials.

SECTION 3. PAID LEAVE OF ABSENCE FOR THREE (3) MEMBERS

- A. Leaves of absence without loss of wages, benefits, or other privileges may be granted to the Union negotiating committee members for the attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO or his/her designee.
- B. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the CEO or his/her designee.
- C. Leaves of absence without loss of wages, benefits, or other privileges may be granted to Executive Board members for attendance at not more than twelve (12) Executive Board meetings per year. Such leave will require the prior approval of the CEO or his/her designee. The number of paid attendees and the duration of the meetings shall not exceed past practice.

SECTION 4. ATTENDANCE AT HEARINGS

- A. 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 benefits or other privileges (not including wages).
- B. All leave granted under this section shall require prior approval of the CEO or his/her designee.

SECTION 5. UNION USE OF PREMISES

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

SECTION 6. BULLETIN BOARDS

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the University for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

SECTION 7. EMPLOYER PROVISION OF INFORMATION

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

- 1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.
- 2. Every month, a list of all unit employees who have been terminated.
- 3. A list of unit employees who withdrew check off authorizations within two months of such withdrawal.
- 4. Every six months, a list of all unit employees, their title, and last date of hire.
- 5. The Union recognizes that requests for information made on behalf of members or the bargaining unit can require substantial time, effort, and cost to the University in collecting information for a response. For information sought by the Union from the Employer, it is understood that the Employer may respond to the Union that the request is excessive, burdensome, or otherwise impractical to respond provided such response is made within ten (10) working days of receiving the request in the Labor Relations Office. If the Employer so responds, the information request shall be considered to be in abeyance and no action regarding it shall be taken by either party until a joint labor-management meeting described in this provision is held. As soon as possible, a labor management-meeting will be held to discuss the request for information including alternative approaches to provision of the information and the relevancy and need for such information. Management will provide at this meeting a written estimate of the time of completion. If the parties do not mutually agree upon a

method for responding to the information request, the Employer shall then have ten (10) working days to determine if it will provide the information or decline to provide it, though the Union recognizes that in respect to some requests the actual time needed to assemble and transmit maybe longer and reasonable periods of time for such activity shall be allowed.

SECTION 8. ORIENTATION

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

ARTICLE 7

NON-DISCRIMINATION & AFFIRMATIVE ACTION

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE 8

FAIR PRACTICES

SECTION 1.

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

SECTION 2.

Nothing contained herein shall be construed to deny or restrict any unit member rights s/he may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law except to the extent that entering an employment relationship with a public employer subjects such employee to restrictions not applicable to persons not in such relationship or limitation lawfully imposed by the employer or this contract.

SECTION 3.

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

ARTICLE 9

WORKWEEK AND WORK SCHEDULE

SECTION 1.

The workweek of employees in this bargaining unit shall be defined as commencing at midnight on Saturday and ending at 11:59 PM on the Saturday following. The work locations of such employees shall be defined as Auxiliary Services, Housing Services, Physical Plant Department and Parking Services. Employees reporting to work in each locations may have work assigned by a supervisor on each day of work at such place as shall be determined.

SECTION 2. VOLUNTARY TRANSFER

Employees may apply for voluntary transfer in the same title outside their work location. Employees wishing to transfer to another work location may apply on a form provided by the Employer. The Employee shall deliver that form to the department head of the new work location. Such forms shall be retained to the end of the calendar year following their delivery. Applications for transfer shall be considered prior to the posting of vacancies. Applications for voluntary transfers shall be considered in order of campus seniority. Where practicable, the employee with greater seniority shall be assigned to the position. Campus seniority shall be subject to bypass for just cause and reasons for denial, if requested, shall be given in writing. Voluntary transfers may not be used during the employee's probationary period pursuant to Article 10. Following a voluntary transfer or appointment an employee cannot apply for a transfer for six calendar months.

SECTION 3. INVOLUNTARY TRANSFER

- A. For an involuntary transfer, made to adjust the number of employees on shifts or due to changes in workload, volunteers will be sought first. If there are no volunteers, such transfers shall be made in reverse order of seniority. Employees who are involuntarily transferred in this way may file a voluntary transfer form with the department head in order to preserve their right of return to their original location in priority over others regardless of seniority.
- B. Where the operational or personnel needs are best served in management's determination by the transfer of a specific employee from one work location to another within a department, such transfers shall not be arbitrary and capricious.

SECTION 4. OVERTIME

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week. This agreement specifically constitutes an agreement that the provisions of General Laws Chapter 149 Section 30B shall not apply to overtime in this unit.
- B. An employee whose regular work week is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week or over eight (8) hours in a day.

- C. An employee shall be compensated at the rate of pay mandated by law for all work in excess of forty (40) hours per week.
- D. Hours of work for purposes of overtime shall be determined to be those hours mandated to be counted under applicable law.
- E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- F. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who can perform the work.
- G. Overtime worked by members of the bargaining unit shall, on a monthly basis, be posted or made publicly available and provided to the Union's appropriate chapter chair.
- H. An employee may not refuse to perform compulsory overtime, except for reasons acceptable to the CEO, when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the Employer. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the Employer in part G of this section. If volunteers are not available, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.
- I. The provisions of this section shall not apply to employees on full travel status.

SECTION 5. REGULAR MEALS

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee. Meal breaks shall be available only to employees working 6 or more hours in a day. Employees may be required to take meal breaks in a location/s specified by the employer. Effective June 14, 2015, employees shall be paid for their thirty (30) minute meal break. Employees must take their meal break at the work site and be on call at all times during the meal break.

SECTION 6. REST PERIODS

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each ½ tour of duty.

SECTION 7. WORK LOCATIONS

Auxiliary Enterprises

- A. Dining Services
 - Worcester Dining Common
 - Hampden Dining Common
 - Franklin Dining Common
 - Hampshire Dining Common
 - Berkshire Dining Common
 - Snack Bars/Munchies

- Kosher Dining Room
- Trade and Maintenance
- Loading Docks
- Retail Food
- Catering
- Bakery
- B. Campus Center
 - Trade and Maintenance
 - Campus Center Loading Docks

Physical Plant Division

- Building Maintenance Dept.
- Grounds Management Dept.
- Utilities & Engineering Dept.

Parking Services

ARTICLE 10

EMPLOYEE EXPENSES

Travel

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

ARTICLE 11

TERM OF APPOINTMENT

SECTION 1.

A bargaining unit member's term of appointment shall be no longer than one calendar or academic year as shall be applicable or a shorter period of time if specified in writing at the time of hire.

SECTION 2.

The non-reappointment of a bargaining unit member after the completion of their term of appointment shall not be subject to the grievance and arbitration procedure, Article 17, of this Agreement.

SECTION 3.

During the first six months of employment, members may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected Union activity.

SECTION 4.

During the first six months of employment an employee may not laterally transfer or seek lateral appointment. Nothing contained in this section shall deny an employee the right to a promotion pursuant to Article 14.

ARTICLE 12

SENIORITY

For the purpose of calculating seniority, an employee who works for a period of six (6) weeks with a minimum of ten (10) hours, will have that time calculated as one (1) month. Each full month worked thereafter will be counted as one additional month added to the existing base. The employer agrees to calculate all time as a CC-03 employee in the same manner. Seniority will be used in conjunction with Articles 9, 15, 16 and 17.

ARTICLE 13

DISCIPLINE AND DISCHARGE

An employee shall not be disciplined or discharged without just cause during his/her appointment period.

ARTICLE 14

PROMOTION AND FILLING OF VACANCIES

Employees who are members in good standing (Article 1) shall be given preference for appointments to benefitted positions in AFSCME Unit A. Such preference shall apply only after members of AFSCME Unit A have been considered but before other on campus or off campus employees are considered. When two or more employees from this bargaining unit apply for a benefitted position, criteria used for the successful applicant will include:

1. Ability to perform the requirements of the job.
2. Work history and performance.
3. Experience in related work

If in the judgment of the appointing authority there are two (2) or more candidates who are approximately best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University. Appointments to benefitted positions shall be non-grievable.

ARTICLE 15*

LEAVE BENEFITS

This article shall be effective July 1, 2015. A full-time employee who meets the requirements to be a member in good standing and scheduled to work 48 hours a week retroactive to July 1, 2018 shall be entitled to receive 48 hours paid leave every year commencing with the Sunday at the start of the fall academic term.

Employees who start (their first year of employment or experienced a break in service of more than one academic semester) after that day and employees whose scheduled workweek is less than forty hours shall receive the time calculated at one hour earned for every thirty hours worked, up to a maximum of forty hours per year.

Leave may be taken with a minimum of twenty four hour advance notice and approval from the immediate supervisor/designee. Such requests for leave shall not be unreasonably denied. Seniority as calculated in Article 11, shall be the determining factor for leave requested if more than one member seeks the same time off. None of these days may be taken for the first two weeks after the fall semester starts or the last two weeks preceding commencement. However, the restrictions of twenty four hour notice, seniority determination and restricted periods of access to time off, will not apply when the employee is unable to come to work due to personal or family illness which renders them unable to perform their jobs, injury, medical appointment or the effects of domestic violence.

Unused time may be paid at the end of the academic spring semester of each year or before the start of the next fall academic term while the employee is actively employed. Such notice to do so shall be given to the administrator of the department in which the employee works, on a form specified by the employer in the last paid period for which the employee is actively on payroll. In the event an employee fails to request the use of this time, up to 40 hours may be carried over to the following year. The maximum balance an employee may carry shall be limited to 80 hours.

Any days provided by state statute, including the Earned Sick Leave Law M.G.L. c. 149 section 148C shall not be considered in addition to those provided for in this Agreement.

*see MOA Appendix E

ARTICLE 16

LAYOFF AND RECALL

SECTION 1. DIVERSITY MAINTENANCE

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

SECTION 2. NOTICE TO EMPLOYEE

In the event of an actual layoff, Management will notify the affected employees, in writing, as soon as possible, but not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice. A copy of this notice shall be sent to the Union office. Both parties agree that if the ten (10) working days becomes problematic, the parties will meet to address issues on a case by case basis.

SECTION 3. SELECTION FOR LAYOFF

In the event that the CEO shall layoff employees because of a reduction in force, layoff shall be conducted on the basis of the employee's campus seniority provided the employee[s] retained, in the judgment of the manager of the area, have the skills and abilities to perform the work determined by the manager as necessary for operation of the work location at issue.

SECTION 4.

In the event an employee is scheduled to be laid off, the employee may bump into a position held by the least senior employee within Unit B in an equal or lower-graded classification for which management has determined the employee meets qualifications. An employee will have five (5) working days in which to exercise his/her bumping options, following notification to the employee.

SECTION 5.

Layoff shall be defined as a termination from employment for other than disciplinary reasons prior to the end of the term of appointment described in Article 11.

ARTICLE 17

GRIEVANCE AND ARBITRATION

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving alleged violations of specific provisions of this agreement.

SECTION 1. DEFINITIONS

- A. Grievant – the term “grievant” shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.
- B. Grievance - the term “Grievance” shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached and shall set forth the remedy requested.
- C. Day - Except as otherwise provided in this Article, “day” shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 8 of this Agreement or duly authorized skeleton days.
- D. Immediate Supervisor - the term “Immediate Supervisor” for the purposes of this Article shall mean the immediate work supervisor designated by the CEO.
- E. Intermediate Supervisor - The term “Intermediate Supervisor” for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

SECTION 2.

- A. A grievance shall be filed at Step 1 of this procedure.
- B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under step 4. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 12 herein. However, in the event the Union or an employee files a complaint before EEOC, MCAD, or MLRC and a grievance has been filed on the same matter, said grievance will be put

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

- C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or steward whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

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

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

SECTION 3. PROCEDURE FOR FILING OF A GRIEVANCE

- A. Step 1: Informal - Immediate Supervisor and/or Department Head.
A grievant shall institute the grievance procedure of this Article by filing with his/her immediate supervisor and/or department head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than ten (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The immediate supervisor and/or department head shall meet or arrange to meet within ten (10) days with the grievant and attempt to resolve the grievance. If within three (3) days after such meeting, the grievant and immediate supervisor and/or department head have failed to agree upon a resolution of the grievance

the grievant may elect to proceed to the next level. A grievance involving the termination of an employee shall be filed in the first instance at step 3 of this Agreement which is the step involving the Labor Relations of the campus or designee.

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

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

C. Step 3: Chief Executive Officer of the Campus or Designee

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

D. Step 4. Mediation and Arbitration.

Within forty (40) days of receipt of the step 3 decision, arbitration of a grievance may be initiated. Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance. A grievance mediator shall be requested from the Massachusetts Board of Conciliation & Arbitration or the parties may agree on a neutral of their own choosing. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties. If after sixty (60) days from the request for grievance mediation the matter is not settled, the matter shall be referred to Arbitration. All statements, documents, communications and correspondence exchanged or made during or concerning grievance mediation shall not be admissible at Arbitration. In all mediation proceedings, mediator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Employer. The Union maintains the right to proceed to arbitration.

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

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Employer in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and the CEO or designee that it intends to submit a grievance to arbitration.
3. The Union and the Employer shall select an arbitrator from the following panel:
 - a. Joan Dolan
 - b. Richard Boulanger
 - c. William HaywardThey shall be selected by rotating turns. If the arbitrator next in line is not available, the next available shall be selected.
4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.
5. The Union and Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
6. Decision of the Arbitrator

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

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

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

7. Costs of Arbitration

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

SECTION 4. APPLICATION

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

SECTION 5. ADMISSION & GROUNDS OF APPEAL

- A. Admission - The resolution of a grievance by the immediate supervisor, the department head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
- B. Grounds of Appeal - The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of chapter 150E, section eight (8), and chapter 150C, sections ten (10), eleven (11), and twelve (12) of the General Laws.

SECTION 6.

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

ARTICLE 18

EMPLOYEE COMPENSATION

Retroactive to July 1, 2017, eligible bargaining unit members shall receive an increase of twenty-five (\$0.25) cents per hour.

Retroactive to July 1, 2018, eligible bargaining unit members shall receive an increase of twenty-five (\$0.25) cents per hour.

**Employees who terminated or retired between the period 07/01/2017 and the execution date of the Agreement are not eligible.*

ARTICLE 19

SAFETY PROCEDURES/DRUG AND ALCOHOL TESTING

SECTION 1.

The Employer may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated there under. All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. Grievances involving the interpretation or application of the provisions of this Article not resolved at step 3 of the grievance procedures set forth in Article 16 of this Agreement may be referred to a three (3) member review committee within seven (7) days of receipt of the step 3 decision. Said committee shall be comprised of the Director of Environmental Health and Safety or equivalent, one Union -designated representative, and one management-designated representative to review and make recommendations to the Chancellor. The committee shall meet within fifteen (15) working days of said referral and shall make recommendations within ten (10) working days of the meeting. Time limits may be extended by mutual agreement of the parties.

SECTION 2.

There shall be established a committee to be known as the Union/Management Safety Committee. Such committee shall be composed of six (6) members, three (3) representing the Employer and three (3) representing the Union. Such committee may reduce their number by mutual agreement. The purpose of the committee shall be to promote a safe, clean, and wholesome environment; the development of safety programs and procedures; and shall focus attention on any injuries which have resulted; and would serve to alter or revise any such programs or procedures. Any health and safety issue which cannot be resolved by the local level safety committees may be referred by mutual agreement of both parties to the university level Labor/Management committee for discussion.

SECTION 3. SERVSAFE

- A. Employees hired positions in Auxiliary Services involved in handling food must be certified as food handlers within six (6) months of hire through a recognized program approved by the University of Massachusetts (i.e. ServSafe). Employees who have not been certified in that period will be terminated. Neither the union nor the employee shall have recourse to any grievance procedure to challenge such termination.

- B. If an employee who is hired from outside the bargaining unit into the positions above fails his/her first (1st) attempt to pass the exam, they shall be offered one (1) retake of the exam, within three (3) months of their original exam date. If an employee who is hired from outside the bargaining unit into the positions above then fails the retake exam, they shall be terminated immediately upon notification of their second test results. Employees in the above titles must be recertified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) as required by the certification program before their current certification expires (ServSafe is every five (5) years). Should one of these individuals fail his/her first (1st) attempt to pass the exam to become recertified, they shall be offered one (1) retake of the exam within three (3) months of their original exam date. After failing their first (1st) attempt at becoming recertified, they may not be promoted to any position which requires individuals to be certified as food handlers through a recognized program approved by the University of Massachusetts (i.e. ServSafe) until they do have a valid certification through a recognized program approved by the University of Massachusetts (i.e. ServSafe).

SECTION 4. DRUG AND ALCOHOL TESTING FOR EMPLOYEES

PURPOSE

The University recognizes its responsibility to seek all measures considered necessary to ensure the safe and efficient operations of its facilities and vehicles. This responsibility which demands comprehensive safety measures extends not only to the protection of the wellbeing of our employees and facilities but in particular, to the community we serve as well as the general public. Our commitment to the protection of our students, employees, operations and the public is evidenced by the implementation of programs and procedures which ensures compliance with appropriate safety measures and all applicable laws and regulations including but not limited to the Drug-Free Workplace Act.

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

GOALS AND OBJECTIVES

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

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

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

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

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

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

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

DEFINITIONS

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

Alcohol Concentration: Also called alcohol content.

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

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

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

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

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

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

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

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

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

WHAT ARE THE ALCOHOL AND DRUG PROHIBITIONS?

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

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

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

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

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

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

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

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

WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

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

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

A "critical incident" may be defined as:

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

2. Reasonable Suspicion: An employee may be subjected to reasonable suspicion testing if the University believes the employee has violated the policy and is suspected of impairment by use of alcohol or controlled substances. Two duly certified managers/supervisors shall make a determination that reasonable cause exists to require the employee to undergo an alcohol or drug testing based on specific contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee. Alcohol testing for reasonable suspicion must take place within eight (4) hours of the observations. Employees may not report for duty or stay on the job while under the influence of alcohol. The University will not allow any employee to perform any job duties until his/her alcohol concentration is less than 0.02 or twenty-four (24) hours have passed from the time of the initial testing.

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

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

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

WHAT HAPPENS IF I REFUSE TO BE TESTED?

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

HOW IS ALCOHOL TESTING DONE?

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

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

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

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

HOW IS DRUG TESTING DONE?

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

1. In accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drug, or their metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP) and amphetamines or as otherwise amended by law. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include but need not be limited to: lysergic acid diethylamide (LSD) methaqualone, barbiturates, and benzodiazepines.
2. The collection site person divides the urine sample into two containers (split sample/specimen)* in the employee's presence. The primary sample is sent to a testing laboratory certified by FDHHS.

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

3. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
4. The confirmation test will be done (on the same sample) using a specialized procedure called gas chromatography/mass spectrometry to ensure that over the counter drugs are not reported as positive.
5. If the first test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a reason for a positive result. If the MRO determines a legitimate medical reason, the test may be reported as negative.
6. After being notified that the first test was positive, the employee will have seventy-two (72) hours to contact the MRO and request a test of the split specimen. If the employee does not contact the MRO within seventy-two (72) hours, but can prove a legitimate reason for not doing so, the MRO may order the split specimen to be tested per request of the employee. The MRO will then notify the Designated Employer Representative of the request for the second test. To ensure objectivity, the split sample will be sent to a different FDHHS certified lab for testing. The costs associated with testing a split specimen shall be the responsibility of the University.
7. Removal from duties is required following the first positive drug test. If the analysis of the split sample/specimen does not confirm the presence of drugs, the MRO shall report this to the employer and the employee. In this case any paid leave used or time off the payroll will be restored to the employee.

WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITION?

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

Positive Alcohol Tests

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

Second positive test: In the second instance of a positive test (0.04 or greater) the employee shall be sent home and recorded in a no pay status for the balance of the day. Effective the next day the employee shall be suspended without pay for ten (10) workdays. Following a meeting first with the MRO within seventy-two (72) hours of the positive test and the SAP if recommended, the employee shall enroll in a treatment program, successfully complete it and subsequently pass a return to duty test before being permitted to return to work. If SAP treatment is not required, the employee must still pass a return to duty test. From the initial date of return to work the employee shall be subject to at least six (6) random alcohol tests during the next twelve (12) months. A positive test (0.04 or greater) of any of the six administered tests during that year shall result in immediate discharge.

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

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

Positive Drug Tests

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

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

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

GENERAL PROVISIONS FOR ALCOHOL AND DRUG TESTING

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

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

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

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

WHEN CAN AN EMPLOYEE RETURN TO WORK?

Before returning to work, the employee must:

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

ENFORCEMENT

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

USE OF EMPLOYEE'S TIME

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

SIGN OFF SHEET

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

PRINT NAME _____

SIGNATURE _____

DATE: _____

AUTHORIZATION FOR RELEASE AND RECEIPT OF INFORMATION

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

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

Employee's signature

Employer Designated Representative

Date

Date

SUPERVISOR'S ACCIDENT REPORT

Date: _____

Time: _____

Location of incident/accident: _____

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

Provide a brief summary of incident/accident: _____

Description of other party(s) involved: _____

Police at scene? Yes No (circle)

If yes provide jurisdiction:

Name (Supervisor/Manager)

Name (Supervisor/Manager)

Date

Date

REASONABLE SUSPICION REPORT FORM

Date: _____

Time: _____

Location of incident _____

Related injuries? Yes No (circle) If yes provide details.

Provide a brief summary of incident: _____

Description of other party(s) involved: _____

Police at scene? Yes No (circle)

If yes provide jurisdiction:

Name (Supervisor/Manager)

Name (Supervisor/Manager)

Date

Date

ARTICLE 20

PERSONNEL FILES

SECTION 1.

- A. An employee shall have the right to inspect his/her personnel file during regular business hours upon request and by appointment. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.
- B. There shall be only one (1) official personnel file for the employee, maintained at the campus Division of Human Resources, currently located in Whitmore Administration Building.
- C. Unit members shall not be charged for a reasonable number of copies of material within their personnel file.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

ARTICLE 21

EVALUATION OF EMPLOYEES

SECTION 1.

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

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor employee communications;
- D. Base personnel actions on objective, accurate, and fair performance appraisals;
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training, and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process. Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

SECTION 2.

Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position. Such evaluation will be recorded in writing and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

SECTION 3.

- A. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

SECTION 4.

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

SECTION 5.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article, to step three (3) of the grievance procedure.

SECTION 6.

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

ARTICLE 22

LABOR/MANAGEMENT COMMITTEE

There shall be established a committee to be known as the Labor/Management Committee. Such Committee shall be comprised of no more than six (6) members: three (3) representing the Employer and three (3) representing the local union. There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local union. Both parties may submit items for the agenda. Said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

ARTICLE 23

NO STRIKE/NO LOCKOUTS

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE 24

HEALTH AND WELFARE

Within sixty (60) days of the execution of the agreement by the President, the University shall issue a request for proposals for an employer provided group health insurance plan (Plan) pursuant to the provisions of Chapter 32B of the General Laws and the federal Affordable Care Act (ACA).

The University shall offer all members of the unit who meet the ACA eligibility criteria (must work a minimum of 30 hours per week) the option to participate in the Employer group health insurance plan (hereinafter, “the Plan”) described in this Article. The Plan shall be put in effect as soon as possible but by no later than January 1, 2016 unless no qualified bids are received in response to the University’s request for proposal (RFP).

The Plan shall be a single payer health insurance plan to be funded seventy-five (75%) percent by the Employer and twenty-five (25%) per cent by the employee for health coverage for the employee. The University will request health plan coverage options for spouse and/or dependent in the RFP for the Plan. Employees may elect to secure coverage for a spouse and/or dependents, the difference in the additional costs associated with such coverage shall be borne entirely and exclusively by the employee. Election to purchase such coverage shall be available through payroll deduction on a pre-tax basis.

Selection of the health insurance plan provider and plan will be based solely on the qualified bidder from the bids received in response to the request for proposals.

The University reserves the right to provide a Plan to eligible employees that meets the minimum eligibility and coverage requirements of ACA.

The current health insurance coverage available to eligible unit members shall be available through June 30, 2019.

ARTICLE 25

SAVINGS CLAUSE

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

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 24.

ARTICLE 26

DURATION AND SIGNATURE PAGE & MOA

This Agreement shall be for the two (2) year period from July 1, 2017 to June 30, 2019 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced at a time agreed to by the parties.

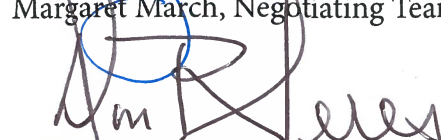
This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

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

For the University Massachusetts, Amherst

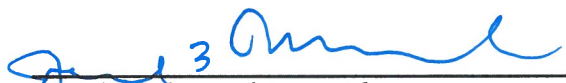

Margaret March, Negotiating Team Member

10/11/18
Dated


Don R. Teres, Labor Relations Specialist

10-11-2018
Dated

For American Federation of State County Municipal Employees COUNCIL 93, Local 1776, AFL-CIO – Unit B


Joseph Malinowski, President
AFSCME Local 1776

10-11-18
Dated


Martha Mott, Staff Representative
AFSCME COUNCIL 93

10-11-2018
Dated


Donald Sabola, AFSCME Unit 2 Chair

10-11-2018
Dated

CC/03 WAGE RATES
1/1/2018

	Minimum	Mid-Point	Maximum
Level I	\$11.00	\$13.50	\$15.50
Level II	\$13.00	\$15.50	\$17.50
Level III	\$14.00	\$17.00	\$19.50
Level IV	\$15.00	\$18.50	\$21.50
Level V	\$16.00	\$20.00	\$23.50
Level VI	\$17.00	\$21.50	\$25.50
Level VII	\$19.00	\$23.50	\$27.50
Level VIII	\$21.00	\$25.50	\$29.50
Level IX	\$23.00	\$27.50	\$31.50
Level X	\$25.00	\$29.50	\$33.50

CC/03 WAGE RATES
1/1/2019

	Minimum	Mid-Point	Maximum
Level I	\$12.00	\$14.00	\$16.00
Level II	\$14.00	\$16.00	\$18.00
Level III	\$15.00	\$18.00	\$20.00
Level IV	\$16.00	\$19.00	\$22.00
Level V	\$17.00	\$21.00	\$24.00
Level VI	\$18.00	\$22.00	\$26.00
Level VII	\$20.00	\$24.00	\$28.00
Level VIII	\$22.00	\$26.00	\$30.00
Level IX	\$24.00	\$28.00	\$32.00
Level X	\$26.00	\$30.00	\$34.00

APPENDIX A UNION DUES CARD

**AFSCME
STRONG**

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**

I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

Local Number		Employer	
Last Name	First Name	M.I.	
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Job Title	
Cell Phone		Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Signature		Date	

APPENDIX B

AGENCY FEE CARD

American Federation of State, County and Municipal Employees, Council 93, AFL-CIO
4 Maple Street, Springfield, MA 01103 • Telephone 413-732-5122

AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE

BY: _____
(Name of Employee Please Print)

TO: _____
(Name of Employer Please Print)

Effective _____, I hereby request and authorize you to deduct from my earnings
(Date)
each _____ the amount of \$ _____. This amount shall be paid to the treasurer
(Payroll Period)
of AFSCME Local Union No. _____ and represents payment of my Agency Service Fee.
I further authorize any change in the amount to be deducted which is certified by the above-named
employee organization as a uniform change in its Agency Service Fee structure.

UNION COPY

Date _____ Signature _____
Street _____ Home Tel. # () _____
City _____ State _____ Zip _____
Dept/Div/Facility _____
Job Location _____
Job Title _____
Social Security # _____ Job Code # _____
Unit # _____ Employer Payroll # _____

F-101

73

American Federation of State, County and Municipal Employees, Council 93, AFL-CIO
4 Maple Street, Springfield, MA 01103 • Telephone 413-732-5122

AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE

BY: _____
(Name of Employee Please Print)

TO: _____
(Name of Employer Please Print)

Effective _____, I hereby request and authorize you to deduct from my earnings
(Date)
each _____ the amount of \$ _____. This amount shall be paid to the treasurer
(Payroll Period)
of AFSCME Local Union No. _____ and represents payment of my Agency Service Fee.
I further authorize any change in the amount to be deducted which is certified by the above-named
employee organization as a uniform change in its Agency Service Fee structure.

EMPLOYER'S COPY

Date _____ Signature _____
Street _____ Home Tel. # () _____
City _____ State _____ Zip _____
Dept/Div/Facility _____
Job Location _____
Job Title _____
Social Security # _____ Job Code # _____
Unit # _____ Employer Payroll # _____

F-101

73

APPENDIX C

EMPLOYEE REQUEST FOR CHANGE IN WORK SHIFT OR DAYS OFF

UNIVERSITY OF MASSACHUSETTS/AMHERST – AFSCME UNIT “B”

EMPLOYEE REQUEST FOR CHANGE IN WORK SHIFT OR DAYS OFF

(This Application to be filed with Immediate Supervisor)

NAME OF APPLICANT

(Last) (First) (Middle)

PRESENT DEPARTMENT _____

PRESENT TITLE _____

PRESENT SHIFT _____ SHIFT DESIRED _____

PRESENT DAYS OFF _____ DESIRED DAYS OFF _____

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

.....
.....
.....
.....
.....
.....
.....
.....
.....

(Date of Application)

(Signature of Employee)

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

..... Do Not Write Below This Line.

FOR DEPARTMENT USE ONLY:

SENIORITY DATE OF APPLICANT _____

UNIVERSITY OF MASSACHUSETTS/AMHERST – AFSCME UNIT “B”

APPENDIX D

EMPLOYEE REQUEST FOR CHANGE IN WORK LOCATION OR ASSIGNMENT

UNIVERSITY OF MASSACHUSETTS/AMHERST - AFSCME UNIT "B"

EMPLOYEE REQUEST FOR CHANGE IN WORK LOCATION OR ASSIGNMENT

(This application to be filed with department head of work location to which employee wishes to transfer)

NAME OF APPLICANT

(Last) (First) (Middle)

PRESENT DEPARTMENT _____

PRESENT JOB DUTIES _____

PRESENT WORK LOCATION _____

DESIRED WORK LOCATION _____

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

.....
.....
.....
.....
.....
.....
.....
.....

(Date of Application) (Signature of Employee)

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

..... Do Not Write Below This Line.

FOR DEPARTMENT USE ONLY:

SENIORITY DATE OF APPLICANT _____

APPENDIX E

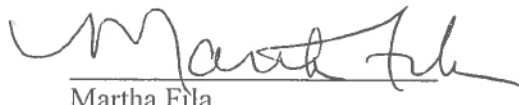
MEMORANDUM OF UNDERSTANDING

Notwithstanding the agreed to language in **Article 14 – Leave Benefits**, it is hereby further agreed that Article 14 will be subject to review and amended if necessary in order to be fully compliant with the Massachusetts Earned Sick Leave law once the final regulations are issued by the Attorney General office.

For the Union:

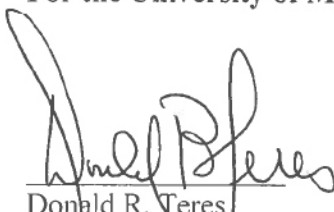

Joseph Malinowski
President, AFSCME, Local 1776

6/4/2015
Dated


Martha Fila
COUNCIL 93 Staff Representative

6/4/2015
Dated

For the University of Massachusetts Amherst


Donald R. Teres
Labor Relations Specialist

06-05-2015
Dated

APPENDIX F

Memorandum of Agreement

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter "University") and THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #93, Local 1776 (hereinafter "Union") and contains the following terms and conditions:

The Parties agree to amend Article 14 of the contract to read as follows:

ARTICLE 14 LEAVE BENEFITS (now Article 15)

Section 1.

This article shall be effective July 1, 2015. A full-time employee who meets the requirements to be a member in good standing and scheduled to work 40 hours a week shall be entitled to receive 40 hours paid leave every year commencing with the Sunday at the start of the fall academic term.

Employees who start (their first year of employment or experienced a break in service of more than one academic semester) after that day and employees whose scheduled workweek is less than forty hours shall receive the time calculated at one hour earned for every thirty hours worked, up to a maximum of forty hours per year.

Leave may be taken with a minimum of twenty four hour advance notice and approval from the immediate supervisor/designee. Such requests for leave shall not be unreasonably denied. Seniority as calculated in Article 11, shall be the determining factor for leave requested if more than one member seeks the same time off. None of these days may be taken for the first two weeks after the fall semester starts or the last two weeks preceding commencement. However, the restrictions of twenty four hour notice, seniority determination and restricted periods of access to time off, will not apply when the employee is unable to come to work due to personal or family illness which renders them unable to perform their jobs, injury, medical appointment or the effects of domestic violence.

Unused time may be paid at the end of the academic spring semester of each year or before the start of the next fall academic term while the employee is actively employed. Such notice to do so shall be given to the administrator of the department in which the employee works, on a form specified by the employer in the last paid period for which the employee is actively on payroll. In the event an employee fails to request the use of this time, up to 40 hours may be carried over to the following year. The maximum balance an employee may carry shall be limited to 80 hours.

Any days provided by state statute, including the Earned Sick Leave Law M.G.L. c. 149 section 148C shall not be considered in addition to those provided for in this Agreement.

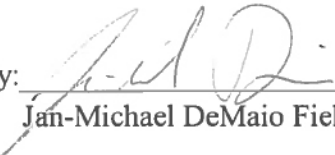
In witness of these terms and conditions the duly authorized representatives of the parties have affixed their signatures below.

University of Massachusetts, Amherst

By:  Dated: 1-22-2016
Donald Teres, Labor Relations Specialist

American Federation of State, County and Municipal Employees, Council 93, Local 1776

By:  Dated: 1-22-2016
Joseph Malinowski, President AFSCME, Local 1776

By:  Dated: 1/22/2016
Jan-Michael DeMaio Field Representative AFSCME Council 93