

AGREEMENT

BETWEEN THE

BOARD OF REGENTS OF HIGHER EDUCATION

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO,

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

AND

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, AFL-CIO

July 1, 1990 through June 30, 1993

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PREAMBLE

This Agreement entered into by the Board of Regents of Higher Education, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 93, Locals 507, 1067, 1776 and 2616, AFL-CIO, Service Employees International Union, AFL-CIO, Local 285, and International Brotherhood of Electrical Workers Local 103 AFL-CIO, hereinafter referred to as the Union(s), 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(s).

DEFINITIONS

1. BOARD - The term "Board" shall mean the Board of Regents of Higher Education.

2. CHIEF EXECUTIVE OFFICER OF THE CAMPUS (CEO) - The term "Chief Executive Officer of the Campus," hereinafter in this Agreement "CEO," shall mean the President of a University, State College or Community College as well as the Chancellors of the University of Massachusetts at Amherst, Boston and Worcester, or his/her designee.

3. 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.

4. EMPLOYER - The term "Employer" shall mean the Board of Regents of Higher Education.

5. IMMEDIATE SUPERVISOR - The term "Immediate Supervisor" shall mean the immediate work supervisor, designated by the CEO of that College/University or designee, who may or may not be a unit member.

6. SENIORITY - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the College/University.

7. 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.

8. UNION(s) - The term "Union(s)" shall mean the American Federation of State, County and Municipal Employees, AFL-CIO; Service Employees International Union, AFL-CIO, Local 285; and The International Brotherhood of Electrical Workers, Local 103, AFL-CIO.

9. WORK WEEK - The term "Work Week" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE 1
RECOGNITION

The Employer recognizes the Unions as the sole and exclusive bargaining agents for the purposes of establishing wages, hours, standard of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in bargaining units certified as of March 22, 1983, the date of the Agreement for Consolidated Bargaining between the Unions and the Board of Regents of Higher Education, and any and all amendments since that date. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

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

The Employer will not aid, promote or finance any labor group, organization or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining the Unions 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 thereunder 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 thereunder namely: the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs (5) and (6) of Section Forty-Five; paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 3
MANAGEMENT RIGHTS

The Union and the Board of Regents and/or the Administration of the several Colleges/Universities 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 College/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, dormitories, 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 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 College/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 or 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, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein.

ARTICLE 4
UNION SECURITY

Dues Checkoff

Section 1. The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 3. An employee may consent in writing to the authorization of the deductions of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

Section 4. The College/University shall deduct 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 departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fees are transmitted, provided that the College/University 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 College/University for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the College/University.

ARTICLE 5
AGENCY SERVICE FEE

Section 1. Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

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

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

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

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

ARTICLE 6
UNION BUSINESS

Section 1. Union Representatives. Union Staff representatives shall be permitted to have access to the premises of the College/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 College/University with a list of staff representatives and their areas of jurisdiction.

Section 2. Union Officials. Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances, no more than three(3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the College/University's operations or any employee's work. The Union will furnish the College/University with a list of the designated Union officials.

Section 3. Paid Leave of Absence. A. Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require the prior approval of the CEO. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.

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

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

D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at six Executive Board meetings per year (and 1 day per month for SEIU Local 285). Such leave will require the prior approval of the CEO. The number of paid attendees and the duration of the meetings shall not exceed past practice.

Section 4. Unpaid Union Leave of Absence. Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or

less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or extensions thereof.

Section 5. Attendance at Hearings. A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO.

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

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

Section 6. Union Use of Premises. A. The Union shall be permitted to use the same or similar facilities of the College/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 College/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 7. Bulletin Boards. The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the College/University for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 8. Employer Provision of Information.

The College/University shall be required to provide the Union with the following information:

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.
2. Every month, a list of all unit employees who have been terminated.
3. A list of unit employees who withdrew checkoff authorizations within two months of such withdrawal.
4. Every six months, a list of all unit employees and their title and last date of hire.
5. Every month, a list of all unit employees not on dues or agency fee checkoff and who are off payroll for any reason the week of deduction.

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

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

Section 9. Orientation. Where the College/University provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

ARTICLE 7

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, sex, age, mental or physical handicap or veteran status.

Section 2. The parties agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, mental or physical handicap or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3. This Article shall be in accordance with all applicable federal and state laws.

Section 4. Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.

ARTICLE 8
FAIR PRACTICES

Section 1. The Board and/or the Unions recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status or sexual orientation. The parties agree that no employee shall be subjected to sexual harassment. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

Section 2. Nothing contained herein shall be construed to deny or restrict to any unit member rights he/she may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law.

Section 3. The Unions 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 Unions.

ARTICLE 9

PAY EQUITY

In this agreement pay equity issues have been addressed by
Article 24 Class Reallocations.

ARTICLE 10

WORKWEEK AND WORK SCHEDULE

Section 1. Scheduled Hours, Workweek, Workday.

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one half (37 1/2) hours per week excluding meal periods or forty (40) hours per week excluding meal periods as has been established for that job title at the particular job location.

The regular hours of work for those employees who on the date of the signing of this Agreement is forty (40) hours per week inclusive of a thirty (30) minute meal break per day shall continue through the duration of this Agreement. The employees shall take their meal break at the work site and be on call at all times during the meal break.

B. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least twelve (12) working day's written notice of such contemplated change, except in cases of emergency involving the protection of the property of the College/University or involving the health and safety of those persons whose care and/or custody have been entrusted to the College/University.

1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.
 2. The work schedule, both starting times and quitting times, of employees shall be posted at least ten (10) working days in advance on a bulletin board at each work location and also made available to employees and Union stewards.
- C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time.

D. Each employee shall be required to record his attendance in accordance with procedures which may be established in writing from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.

E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the College/University Personnel Officer or designee.

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

Section 2. Overtime.

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of eight (8) hours per day or forty (40) hours per week.

B. An employee whose regular 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 that is in excess of his/her regular work week.

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of eight (8) hours in his/her regular workday except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the CEO upon the request of the employee.

D. The CEO shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled workday.

E. All time for which a unit member is on full pay status, including periods of sick leave, vacation or other paid leave of absence, shall be considered time worked for the purpose of calculating overtime compensation.

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

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

H. The CEO shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.

I. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis.

J. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the College/University. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the College/University in Part G of this Section. If volunteers are not available, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.

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

Section 3. Regular Meals.

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the College/University and the needs of the employee.

Section 4. Rest Periods.

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty.

Section 5. Call-Back.

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of two (2) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift.

Section 6. Stand By.

A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ten (10) dollars for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

Section 7. Shift Differential.

A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of 50 cents per hour for each hour worked. Effective December 30, 1990, the shift differential shall be 65 cents per hour. Effective December 29, 1991, the shift differential shall be 85 cents per hour. Effective January 3, 1993, the shift differential shall be \$1.00 per hour.

B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m., and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m. (The time of the start and finish of shifts at the University of Massachusetts at Amherst has been referred to the parties for further discussion.)

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift will receive an hourly differential pursuant to Paragraph A of this section.

D. For employees who are required to work a second or third shift as governed by Paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

Section 8. Paid Detail.

Employees who work paid details shall be compensated at the rate of time and a half (1 1/2) of their regular rate. Such work performed on a holiday as defined in Article 14 shall be compensated at a rate of not less than time and one-half (1 1/2).

Section 9. Clean-Up.

Those employees whose 1980-1983 collective bargaining agreement permit clean-up time on the date of the signing of this Agreement shall continue to receive clean-up time through the term of this Agreement as follows:

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

Section 10.

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

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

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

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

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

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

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

Section 11.

Within one year of the execution date of this contract the Campus Level Labor/Management Committees, established in Section 2 of Article 32 shall consider the feasibility of instituting a flexible hours program for their campus.

Section 12.

A. Effective December 30, 1990 employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of 50 cents per hour for each hour worked.

B. For the purpose of this section only, a weekend shift shall be one that commences at 9:00 p.m., or after on Friday and ends not later than 9:00 a.m. on Monday.

ARTICLE 11

LEAVE

Section 1. Sick Leave.

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter work days for each full payroll month of employment for a total of fifteen (15) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick Leave shall be granted, at the discretion of the CEO, and shall not be unreasonably denied, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. When the spouse, child or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per fiscal year except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to fifteen (15) days;

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

4. To keep appointments with health care professionals.

In such instances the normal requirement of advance notice will be at least five (5) working days.

However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

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

E. Where the CEO has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the employee, whichever is later. Failure of an employee to present such medical evidence within seven (7) working days after such request has been made by the CEO, may, at the discretion of the CEO, result in the absence being treated as absence without pay.

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

F. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of

such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties.

An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.

G. Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.

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

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

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

K. Notification of absences under this Article must be given to the designated representative of the CEO at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence.

Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the College Personnel Officer shall notify each employee of the method by which such employee shall report such absence.

L. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.

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

(20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.

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

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

Section 2. Paid Personal Leave.

On the first payroll day of the new fiscal year, full-time employees will be credited annually with three (3) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO, provided that such request complies with prior existing contractual language. Any paid personal leave not taken by the last day of a fiscal year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction

with vacation leave. Full-time employees hired or promoted into the bargaining unit on or after the beginning of each fiscal year will be credited with personal leave days in accordance with the following schedule:

<u>DATE OF HIRE/PROMOTION INTO UNIT</u>	<u>PERSONAL LEAVE DAYS CREDITED</u>
Beginning of Fiscal Year to September 30	3
October 1 to December 31	2
January 1 to March 31	1
April 1 to End of Fiscal Year	0

Section 3. Bereavement Leave.

Upon evidence satisfactory to the CEO of the death of a spouse, child, parent, brother, sister, grandparent, grandchild or parent of a spouse or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days.

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

In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the

time of notification to the CEO of the death of one of the above-named relatives, and may be granted at the discretion of the CEO.

Section 4. Voting Leave.

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

Section 5. Civic Duty Leave.

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

B. An employee who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:

1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

2. remit to the College/University the jury fees if less than his/her regular rate of compensation for the period involved

C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth

or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court services will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave.

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

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C.33, General Laws as amended.

C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

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

Section 7. Maternity and Adoptive Leave

A. A full-time employee who has completed the probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth, or adopting a child, shall be granted a maternity leave without pay if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of the maternity or adoptive leave, the employee may use such leave credits for which he/she may be eligible under the sick leave or vacation provisions of this Agreement.

B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of the leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any

contractual benefits for which he/she was eligible at the time of the leave.

Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights or advantages.

Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

D. An employee on maternity or adoptive leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.

Section 8. Parental Leave

Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3)

consecutive months, and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding six (6) months. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium s/he would have paid had such leave not been taken.

Section 9. Family Leave

A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention

to return, may be granted Family Leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The CEO may in his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild or relative living in the same household.

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

C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave or vacation leave provisions of this Article.

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

Section 10. Unpaid Personal Leave.

Unpaid personal leave, other than hereinbefore specified, may be granted by the CEO, upon the written request of the employee, at least thirty (30) days in advance. Approval may not be unreasonably denied.

Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

Section 11.

Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

Section 12.

Leave of absence without pay may be granted to unit members who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

Section 13.

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

ARTICLE 12

EXTENSION OF SICK LEAVE

Section 1. Five (5) working days after a unit member has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such unit member has been employed a minimum of twelve (12) consecutive months (or twelve (12) months for those subject to a periodic layoff) prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, a unit member shall forward a request to the CEO of the Campus on the form entitled Request for Extension of Sick Leave Form (Appendix A). He/She shall act upon such request and forward the decision in writing to both the unit member and the appropriate union official of the member's unit within ten (10) days of receipt. The approval of such request will be effective at the beginning of the sixth (6th) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the CEO of the Campus. All requests for an extension of such leave shall be given due consideration and shall not be grievable.

Such extensions shall be available only for illness of the unit member and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

Section 2. Extensions may be available for a period of up to sixty (60) days annually beginning on the date of the first extension. Unit members, having been granted an extension of sick leave, shall be required to submit a physician's statement after each twenty (20) calendar days of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in Section 1 of this Article, a unit member may be granted an additional fifteen (15) days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this fifteen (15) days additional extension of sick leave.

Section 3. Understanding that the health and welfare of unit members is of mutual concern, the CEO of the Campus, in evaluating a request, shall consider the following:

Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.

History of sick leave usage: Consideration shall be given to the previous use of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.

Section 4. During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 11 and 13 of this Agreement.

ARTICLE 13

VACATIONS

Section 1.

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

<u>Length of continuous full-time</u> <u>"creditable service" as of the end</u> <u>of each applicable month.</u>	<u>Vacation Leave Accrued</u>
Less than fifty-four (54) months (Less than 4 1/2 years).	5/6 day per month (total of 10 days per year).
Fifty-four (54) months, but less than one hundred fourteen (114) months. (4 1/2 - 9 1/2 years).	1 1/4 days per month (total of 15 days per year).
One hundred fourteen(114) months, but less than two hundred thirty- four (234) months (9 1/2-19 1/2 years).	1 2/3 days per month (total of 20 days per year).
Two hundred thirty-four(234) months or more. (19 1/2 or more years).	2 1/12 days per month (total of 25 days per year).

B. For determining vacation status under this Article, "creditable service" shall be used. All service beginning on the first working day of the first full payroll month at the College/University where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status, all "creditable service" from the first working day at the College/University up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credits for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service," if any, which he/she had at the termination of the predecessor Agreement.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 7.

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45th day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of date of receipt of such request.

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

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

Section 8.

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged, unless otherwise notified by the employee, to personal leave, if any, then to vacation leave, if any.

Section 9.

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

Section 10.

Upon the death of an employee who is eligible for vacation under this Agreement payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefor. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

First: To the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System;

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11.

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

Section 12.

An employee who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the CEO is secured for any of the following reasons:

- a. Illness of the employee.
- b. Dismissal through no fault or delinquency attributable solely to the employee.
- c. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 13.

An employee who is granted a leave of absence to enter service in the Armed Forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the College/University, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said Armed Forces but which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefor.

Section 14.

An employee who is reinstated after military leave, as referred to in Section 13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

Section 15.

Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 12.

Section 16.

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

Section 17.

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the

commencement of employment by the Board. An employee in order to retain such previously earned status must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

ARTICLE 14

HOLIDAYS

Section 1. The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
*Evacuation Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
*Bunker Hill Day	*(Suffolk County Only)

Section 2. When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 3. When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days he/she, at the request of the employee, may receive pay for one (1) day at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.

Employees subject to periodic layoff may use earned compensatory time, with the prior approval of their supervisor,

at any time prior to June 30th of the fiscal year in which such time is earned.

Section 4. An employee required to work on a holiday may opt to be compensated at the rate of two (2) times his/her regular rate of pay, or receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.

Section 5. An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday, shall be entitled to one (1) day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to one (1) day off with pay in lieu of each of the Suffolk County holidays. Such day off shall be approved by the CEO and taken by the employee within one hundred and twenty (120) days.

Section 6. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 4.

Section 7. Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the the skeleton day.

Section 8. An employee who is on leave without pay or is absent without pay for any of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

Section 9. A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the CEO at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

Section 10. In addition to any other benefits provided by this Agreement, employees who actually work on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid a Holiday Differential for all hours worked in the amounts of 35 cents per hour effective December 30, 1990, 50 cents per hour effective December 29, 1991, and 65 cents per hour effective December 27, 1992.

ARTICLE 15
EMPLOYEE EXPENSES

Section 1. Mileage.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-four cents per mile. This rate of reimbursement is intended to cover the costs of garage, parking, tolls and other charges.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regular assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her CEO for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2. Travel

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, not to exceed the

following amounts:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable</u>
Breakfast	\$3.75	3:01 to 9:00 a.m.
Lunch	\$6.50	9:01 to 3:00 p.m.
Dinner	\$10.00	3:01 to 9:00 p.m.

B. On the first day of assignment to duty in excess of twenty-four hours, employees shall not be reimbursed for breakfast if such assignment commences after six A.M., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten P.M..

C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six A.M., for lunch if such assignment ends before noon or for supper if such assignment ends before six P.M..

D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

Section 3. Overtime.

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

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

ARTICLE 16

PARKING

Section 1.

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

Section 2.

The College/University shall endeavor to maintain adequate lighting in all parking areas.

Section 3.

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

Section 4.

At the University of Massachusetts at Amherst, a reasonable number of rows in the North End of Lot 21 (Lot 21A) shall be reserved for bargaining unit employees.

Section 5.

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

ARTICLE 17
EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increase

The following general salary rate increases shall apply to full-time employees in the bargaining unit:

- A. Effective January 13, 1991 the salary of each employee employed on such date shall be increased in an amount equal to three percent (3%) thereof, except that those employees in Job Group 12 and below shall receive a flat-rate payment of \$14.00 per week, not included in the rate.
- B. Effective June 30, 1991, the salary of each employee employed on such date shall be increased in an amount equal to three percent (3%) thereof, except those employees in Job Groups 12 and below who received a \$14.00 increase on January 13, 1991 shall have their base rate adjusted as if they had received a 3% increase on January 13, 1991 before any additional increase is calculated.
- C. Effective December 29, 1991, the salary of each employee employed on such date shall be increased in an amount equal to two percent (2%) thereof.
- D. Effective June 28, 1992, the salary of each employee employed on such date shall be increased in an amount equal to three percent (3%) thereof.

E. Effective January 3, 1993, the salary of each employee employed on such date shall be increased in an amount equal to two (2%) thereof.

Section 2. Employees Hired, Reinstated, or Reemployed on or after June 24, 1990.

The salary rate for an employee hired, reinstated, or reemployed on or after June 24, 1990 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

Section 3. Step Rate Increases and Promotions

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article.

In the event an employee is denied a step rate increase by his/her CEO, he /she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Effective June 24, 1990, whenever an employee receives a promotion to a position as defined in Article 19, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job group;
2. add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job group into which the employee is promoted;
4. the employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such employees shall become the date of promotion.

Section 4. General Provisions

- A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.
- B. The salary rates set forth in the Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 5. Regular Part-Time Employees

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 6. Salary Adjustments for Employees Entering From Other State Bargaining Units.

A. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the

new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

ARTICLE 18
HEALTH AND WELFARE

Section 1. Group Health Insurance Contributions

A. The Commonwealth shall pay ninety (90) percent of the monthly premium rate for the Group Health Insurance Plan, and each employee covered shall pay (10) percent of this premium rate for the type of coverage that is provided for him/her and his/her dependent(s) under the Plan. Pre-tax treatment of group health insurance contributions shall be implemented as soon as is administratively feasible.

B. The parties recognize that the escalating cost of group health insurance is a matter of mutual concern. Therefore, the parties agree to establish a labor-management committee on Health Care Cost Containment. The Committee shall be comprised of two representatives designated by the Employer and two representatives designated by the Union. Said Committee shall meet within thirty (30) days of the signing of this Agreement. The Committee on Health Care Cost Containment shall consider such issues as it deems appropriate for the purpose of reducing the rate of increase of the cost of group health insurance. The Committee may also explore the feasibility and advisability of alternative approaches to the provision and administration of group health insurance. A report of the Committee's findings, together with any proposed legislation, shall be filed with the Secretary of Administration and Finance with a copy to the Executive Director of the Group Insurance Commission no later than one year from the signing of this Agreement.

Section 2. Health and Welfare Plan

A. Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Unions and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2: Funding

For the period July 1, 1990 through the June 27, 1992 the Employer agrees to contribute on behalf of each full-time employee equivalent a total six (6) dollars per calendar week.

Effective June 28, 1992, the Employer agrees to contribute on behalf of each full-time employee equivalent the additional sum of one dollar and fifty cents per calendar week, for a total of seven dollars and fifty cents (\$7.50) per calendar week.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; provided however, that for non-state funded employees at the University of Massachusetts and Holyoke Community College, the number of full-time equivalent employees may be surveyed quarterly.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. Non-Grievability

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

D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of

liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated in Section 2 above.

ARTICLE 19
PROMOTIONS AND FILLING OF VACANCIES

Section 1. Posting of Vacancies

A. All vacancies in positions subject to this Agreement, when available to be filled as determined by the Employer, shall be posted for not less than ten (10) calendar days.

B. The notice of vacancy shall include the following:

1. Job Title
2. Grade and/or Salary Range
3. Application Closing Date
4. A description of Duties and Qualifications, or Location where such description can be obtained.
5. If Grant Funded, the Termination Date if Known.
6. Hours and Days of Work

C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

Section 2. Selection

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in

accordance with the official campus Affirmative Action plan. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time, the union shall be notified of the delay.

Section 3. Criteria

A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

B. The following criteria, listed in priority order, shall be used by the CEO in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.

1. Ability to perform the requirements of the position.
2. Seniority
3. Work History and Performance.
4. Experience in Related Work.
5. Education and/or Training related to the Position.

C. If in the judgment of the CEO there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted in the following order:

1. To the employee in the bargaining unit who has the most seniority at the College/University.
2. To the employee covered by this Agreement outside the bargaining unit who has the most seniority at the College/University.

Section 4. Trial Period

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

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure. Provided however, that there shall be at least one formal grievance hearing held at a campus level.

C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within thirty (30) days after said new appointment.

D. All appointments made pursuant to this Section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this Section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure.

An employee who has been promoted pursuant to this Article and whose promotion is overturned by the Grievance Procedure shall not be terminated but shall return to his/her former position.

Section 5.

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive a notice of non-selection. At the employee's written request, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a local designated union official. If the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at the next higher level of the grievance procedure. Provided, however, that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Section 6.

A. All notices of vacancies at the College/University shall be posted in at least one conspicuous place and other places customarily used for such purposes.

B. Notice of vacancies will be sent to the designated Union official upon posting.

Section 7. Extension of Seniority

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended three (3) months beyond the actual expiration date of the then current funding source.

Section 8. Reduction in Grade

Any employee in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provisions of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

ARTICLE 20
LAYOFF AND RECALL

Section 1.

A. Procedures

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

B. Notice to Union

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen (15), working days prior to the layoff.

C. Meeting with Union

Within three (3) working days of management notice to the Union of an impending layoff management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the same College/University.
2. Availability of training or retraining programs which may be applicable to the affected employees.

D. Notice to Employee

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than 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.

Section 2.

A. Selection for Layoff

In the event the CEO shall lay off employees because of a reduction in force, layoffs shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff, within a job classification, probationary employees within that job classification shall be laid off first.

B. Layoff

In the event an employee is scheduled to be laid off and

there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a competent manner.

C. For AFSCME Locals 1776, 2616, 507 and 1067

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

D. For S.E.I.U. Local 285, University of Massachusetts, Boston only.

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a

competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

E. Lay off at the University of Massachusetts at Amherst shall be conducted within each division with all other provisions of this Article applicable. The divisions at Amherst shall be as follows:

1. Auxiliary Enterprises*
 - a- cash operations
 - b- boarding halls
 - c- service and maintenance
2. University Health Services
3. Physical Plant
4. College of Food and Natural Resources
5. School of Physical Education
6. Administrative Services
7. Housing Services
8. Security Services
9. Other Academic areas

* 1a, 1b, 1c for purposes of this Agreement shall be treated as divisions.

Section 3. Recall

A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.

- B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, which-ever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

Section 4. Seniority

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.

Section 5.

Those employees who are subject to periodic layoffs within a calendar year and who have less than 52 week employment commitment shall enjoy layoff rights at the times indicated in their

individual employment contracts in accordance with this Article except that their rights under section 2C shall be limited to that of bumping other limited term of employment employees. At other times, the layoff provisions of this Article shall apply.

Section 6.

This Article shall not apply to employees paid from institute, grant or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.

Section 7.

Notwithstanding their position on the seniority list, the following positions of the following locals shall in the event of a layoff continue to be employed at all times, provided they can perform the duties of any available positions:

AFSCME Local 1067:

Maximum four (4) positions:

President

Vice President

Secretary Treasurer

Recording Secretary

AFSCME Local 1776:

Maximum eleven (11) positions

President - 1

Chief Steward - 10

SEIU Local 285

Maximum two (2) positions

AFSCME Local 2616:

Maximum four (4) positions

AFSCME Local 507:

Maximum two (2) positions

Section 8.

A. For AFSCME Locals 1776, 2616, 507 and SEIU Local 285

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours.

B. For AFSCME Local 1067 only

The policies currently in effect regarding this section will remain in full force and effect for the life of this Agreement.

Section 9.

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off 03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

ARTICLE 21
CONTRACTING OUT

Within a reasonable time prior to the College/University's contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the CEO and the Union shall discuss the availability of similar positions within the CEO's jurisdiction for which the laid-off employee is determined to be qualified and shall discuss the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualification with available, comparable positions.

When such contracting out is contemplated, but prior to its implementation, there shall be established at the campus a Special Labor Management Committee to advise the CEO on the contracting out of personnel services. The Committee shall consist of four persons: two persons designated by the appropriate Union official of the campus and two persons designated by the Director of Personnel. Said Committee shall discuss and within a reasonable time recommend to the CEO procedures and criteria regarding the contracting out of services by the College/University where such services are of a type traditionally performed by bargaining unit members. The Committee's examination may include, but not be limited to, cost effectiveness, quality of work and impact on career development.

ARTICLE 22
OUT OF TITLE WORK

Section 1. Work in a Lower Classification

- A. When an employee is assigned by the CEO to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.
- B. An employee who is assigned by the CEO to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 2. Work in a Higher Classification

- A. Any employee who is assigned by the CEO to a vacant position in a higher grade for more than thirty (30) days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's

regular rate of compensation. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the tenth (10th) working day of his/her performance of the higher rated position's duties complete and transmit to his/her supervisor the form attached (APPENDIX C). The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work.

- B. An employee who is assigned by the CEO to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

ARTICLE 23
CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

- A. The College/University shall provide the Union with a copy of the class specification of each title covered by this contract for which such a specification exists.

- B. Each employee in the bargaining unit shall be permitted by the College/University to have access to examine his or her class specification.

- C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Department of Personnel Administration for the purpose of describing the duties and responsibilities of each job title.

Section 2. Individual Appeal of Classification

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

Section 3. Appeal of Classification of "Trust Funded" Position

An employee in a "trust-funded" position who seeks a reclassification shall adhere to the following procedure:

1. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto. (Appendix D)
2. The employee shall file said form with the Director of Personnel/Human Resources and shall forward a copy of same to the Union.
3. The Director of Personnel/Human Resources or designee shall conduct a job audit within 90 calendar days of receipt of the request.
4. Within ten working days of completion of the job audit, the Director of Personnel/Human Resources or designees shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.
5. The Director of Personnel/Human Resources shall make a final determination within 30 calendar days of the hearing.
6. The decision of the Director of Personnel/Human Resources may be appealed within 10 calendar days to the CEO or designee who shall issue a decision within 30 calendar days of receipt of the appeal.
7. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available

such reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Director of Personnel/Human Resources.

8. The above procedures shall also govern requests for class reallocations of "trust funded" positions.
9. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust funded" positions and the grievance and arbitration procedures of Article 29 shall not apply.

ARTICLE 24
CLASS REALLOCATIONS

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such reallocation. If, however, the parties are unable to reach agreement, the subject shall not be subject to the grievance procedure.

Section 2.

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

ARTICLE 25
PROFESSIONAL DEVELOPMENT

Section 1. Tuition Remission

A. Full-time Employees

1. Eligibility

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

b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. No employee's child beyond the age of

twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.

c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.

d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this Section d and the above Section c shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.

e. If an eligible employee leaves the employment of public higher education under conditions other than those described in c and d above while a spouse or child may complete the semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

2. Applicability

Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

- a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.
- c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

3. Limitations

- a. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees (or their spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.

- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, has not enrolled.
- d. Tuition remission benefits are non-transferable.

4. Certification Process

To qualify for tuition remission, an employee must take the following steps:

- a. Apply for, and be admitted to the desired course/program.
- b. Complete a "Certificate of Eligibility for System-wide Tuition Remission" (Appendix E) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.
- c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his

spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

5. Continuation of Existing Benefits

The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel policies.

6. Interpretation of this Policy

The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems appropriate and necessary.

No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

B. Part-time employees

1. Eligibility

a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Regent's System-wide Tuition Remission Policy shall apply to children of eligible part-time employees.

2. Applicability

Tuition remission shall be provided to eligible part-time employees, their spouse and dependent children as follows:

a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. program at the University of

Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.

b. For enrollment in any non-State course or program offered through continuing education, including any community service course or program, at any Community College, State College, or University, twenty-five percent (25%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

In all other respects, the provisions of the Regent's System-wide Tuition Remission Policy shall be applicable to eligible part-time employees.

Section 2. Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that in addition to the time during which an employee is released to take such course, said employee will be scheduled for a complete tour of duty. In calculating the

tour of duty under such circumstances an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the College Personnel Officer, to travel to and from the work area to the class location.

Section 3. Training Committee

The Employer and the Union agree to establish two Regents' Level Training Committee one for the State and Community Colleges, and one for the Universities covered by this Agreement. The committees shall consist of eight (8) members appointed by the Board and (8) members appointed by the Union. In addition, the Chancellor of the Board of Regents or designee shall designate the chairperson for management, and the Union shall designate the chairperson for the Union.

Trust Fund employees shall be fully eligible for participation in all training programs established by their respective Committee.

The Committee shall meet at least four (4) times per year unless mutually agreed otherwise.

The committee shall determine:

1. The content and priority of training and/or retraining programs;
2. The location (i.e., on-site, regional, Statewide) of such programs: and,
3. The criteria for selection of participants.

Funding for local, regional and statewide programs shall be provided by the Board. Allocations of funds among the two Committees set forth in this Section shall be done on a per capita basis.

On July 1, 1990 the Employer shall provide a fund of \$25 per full time employee equivalent on the payroll as of the signing of the Agreement, and on July 1, 1991 shall add \$25 per full-time employee equivalent on the payroll as of the signing of the agreement to maintain the in-service training program.

ARTICLE 26
SAFETY PROCEDURES

Section 1.

The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The College/University may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

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

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the College/University. When an employee is injured while at work, the College/University shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievance Procedures set forth in Article 29 of this Agreement but shall not be processed to Step 5 thereof.

Section 2.

There shall be established a committee to be known as the Union/Management Safety Committee at each College/University. Such committee shall be composed of twelve (12) members, six (6) representing the college administration and six (6) representing the Union. Such Committee may reduce their number by mutual agreement. The purpose of the Committee shall be to promote a safe, clean and wholesome environment, the development of safety programs and procedures and shall focus attention on any injuries which have resulted and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the Committee each year. Additional meetings shall be arranged at the request of either party.

Any health and safety issue which cannot be resolved by the local level Safety Committees may be referred by mutual agreement of both parties to the Board Level Labor/Management Committee for discussion.

Section 3.

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because

of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the College/University.

Section 4.

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five or more feet, or when working more than ten feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.
6. The provisions of all applicable rules, standards, regulations and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment and structures, their installation,

maintenance and operation within this College/University. The College/University and the Union shall endeavor to conform to such rules, standards, regulations, and codes.

7. Employees shall notify the appropriate office of the College/University (i.e. Office of Employee/Labor Relations or Director of Facilities) prior to notifying and administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
8. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
9. The College/University agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.
10. Employees needing transportation at the University of Massachusetts, Amherst or between satellite campuses shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
11. Employees shall not be assigned excessive or unreasonable workloads.
12. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
13. Each College/University shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine

which shall be kept supplied and in working order.

14. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the College/University Safety Committee established by the terms of Article 26.
15. The College/University shall supply chemicals to eliminate nauseous odors.
16. The First aid area shall be equipped with a cot and necessary first aid supplies.
17. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.
18. Power tools and saws shall be sharpened by competent individuals.
19. An occupational health and safety program is available to University of Massachusetts, Amherst employees for emergency care.
20. The College/University shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the College/University.

The College/University agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment.

When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the College/University shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

21. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.
22. Except at campuses where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and powerlifts, no member of the custodial force shall be required to perform such tasks using said equipment.
23. Any grievance at the University of Massachusetts, Amherst and the University of Massachusetts Medical Center, Worcester which cites an alleged violation of Article 26 and which remains unresolved following the Step 2 decision may be referred to the campus Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 3.
24. With all reasonable speed, areas found to contain friable asbestos-containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.
25. The issue of asbestos generally will be a permanent agenda item for the College/University Safety Committee established by the terms of Article 26. The committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

Section 5.

- A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.

- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

- C. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

ARTICLE 27
PROBATIONARY EMPLOYEES

Section 1.

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

Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

Section 3.

At the completion of the first three (3) months and within one (1) month prior to the completion of such probationary period, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the CEO.

Section 4.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected union activity.

Section 5.

An employee whose employment is severed with the College/University must serve an additional probationary period upon reemployment, whether in the same or a different job title.

Section 6.

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

ARTICLE 28
DISCIPLINARY ACTION

Section 1.

- A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

- B. The provisions of this Article shall not be applied in a arbitrary or capricious manner. However, in some circumstances, actions or omissions, which have resulted or will result in harm to the institution, academic community or members thereof, may require imposition of severe sanctions in the first instance.

- C. Progressive disciplinary actions may include, but are not limited to oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, demotion and discharge.

Section 2.

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

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties;
- C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;
- D. Insubordination, which shall mean a refusal to carry out a direct order;
- E. Dishonesty in the performance of assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
- H. Institutional theft.

ARTICLE 29

GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures.

Section 1. Definitions.

- A. Grievant - shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.
- B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.

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

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

Section 2.

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

B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next

step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein.

C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or Steward whichever is appropriate shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Union represent him/her at any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Immediate Supervisor, the Department Head, the CEO and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

D. A grievance may be withdrawn at any level.

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

Section 3. Procedure for Filing of a Grievance.

A. Step 1: Informal - Immediate Supervisor and/or Department Head

A grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor and/or Department Head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the

grievant seeks a resolution of a grievance. No such notice may be filed more than (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The Immediate Supervisor and/or Department Head shall meet or arrange to meet within three (3) days with the grievant and attempt to resolve the grievance. If within three(3) days after such meeting, the grievant and the Immediate Supervisor and/or Department Head have failed to agree upon a resolution of the grievance the grievant may elect to proceed to the next level.

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

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

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

If the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 2 decision, he/she shall

send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and 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. Chancellor of the Board of Regents of Higher Education.

If the grievant elects to proceed to this step, then within seven (7) days of receipt of the Step 3 decision, he/she shall send a notice of his/her appeal to the Chancellor of the Board of Regents of Higher Education or designee, (hereinafter in this article "Chancellor"), and a copy of such notice to the CEO. At the time of this appeal, the Union may request a hearing and the Chancellor may, at his or her sole discretion, conduct such a hearing. The CEO shall forward forthwith a complete copy of the grievance record to the Chancellor. Within twenty (20) days of a hearing, or if no hearing is conducted within twenty (20) days of receipt of the notice required to initiate this step, the Chancellor shall review said grievance and issue a written decision.

E. Step 5: Arbitration.

Within twenty (20) days of receipt of the Step 4 decision, 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 Board 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 Chancellor and CEO that it intends to submit a grievance to arbitration.
3. The Union and the Employer and/or the College/University shall select an arbitrator pursuant to normal American Arbitration Association procedures.

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, Employer and/or College/University shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.

6. Decision of the Arbitrator.

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

a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;

b. Whether the complaint alleges an express breach of the contract;

c. Whether the arbitrator has jurisdiction to arbitrate;
and

d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefor, 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 appropriate College/University.

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. Systemwide Grievances.

A. Whenever either of the parties is of the opinion that the resolution of a grievance involves an interpretation of the terms of this Agreement and is of systemwide applicability, either party may petition the Chancellor to treat such grievance as a systemwide grievance.

B. To initiate such proceedings the Union or the CEO shall within seven(7) days of the expiration of the final time period provided for in Step 1, file the grievance with the Chancellor specifying therein the reasons why the grievance should be treated as a systemwide grievance.

C. The Chancellor shall, within ten (10) days of filing of such grievance, determine whether or not the grievance shall be treated as a systemwide grievance.

D. If the Chancellor accepts the complaint as a systemwide grievance a hearing shall be held and within thirty (30) days of said hearing, he/she shall render a written decision.

E. Within ten(10) days of receipt of the Chancellor's decision in a systemwide grievance, arbitration may be initiated in accordance with Step 5 or this Article.

F. If the Chancellor declines to accept the grievance as a systemwide grievance, the Union or grievant may, within seven (7) days following receipt of the Chancellor's decision, file the grievance at Step 2 of the Grievance Procedure at the College/University where such grievance is alleged to have occurred.

Section 6: 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 recognizable 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 8, and Chapter 150C, Section 10, 11 and 12 of the General Laws.

ARTICLE 30
PERSONNEL FILES

Section 1.

An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.

Section 2.

Whenever any evaluative material is inserted into the personnel file or records of an employee, such employee shall be given a copy of such material within a reasonable time.

Section 3.

A. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file.

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

Section 4.

Upon written request of the employee, all negative material shall be removed from an employee's personnel records or file after four (4) years.

Section 5.

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

ARTICLE 31
EVALUATION OF EMPLOYEES

Section 1.

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

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

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation , guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, as Appendix F 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.

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.

The personnel officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

Upon receipt of an employee's evaluation the Personnel Officer and/or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply.

For all employees a Point Average shall be compiled. The Point Average shall be compiled as follows:

- For a rating of Superior, four (4) points shall be granted;
- For a rating of Above Standard, three (3) points shall be granted;
- For a rating of Good, two (2) points shall be granted;
- For a rating of Fair, one (1) point shall be granted;
- For a rating of Unsatisfactory, zero (0) points shall be granted.

The total number of points shall then be divided by the number of categories rated (exclude Not Applicable). The result shall be the employee's Point Average for the determination of continued employment and possible considerations for future personnel actions.

Section 5.

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

Section 6.

A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.

B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step four (4) of the grievance procedure.

ARTICLE 32

LABOR/MANAGEMENT COMMITTEE

Section 1. Board Level

There shall be established a Committee to be known as the Labor/Management Committee for each of the following: (1) the State and Community Colleges (2) the Universities; and (3) the Service Employees International Union. The purpose of each Committee shall be to discuss matters of system-wide applicability which are of mutual concern to the Board and the Union.

Each Committee shall be comprised of six(6) members: three (3) representing the Board and (3) representing the Union. Such representatives shall be appointed respectively by the Vice Chancellor for Employee Relations of the Board and the Union. In addition, the Vice Chancellor for Employee Relations of the Board shall designate the Chairperson for management and the Union shall designate the Chairperson for the Union.

There shall be two meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the Board and the Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled meetings. The agenda shall be distributed one (1) week in advance.

It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

Section 2. Campus Level

There shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the local Union. Such representatives shall be appointed respectively by the CEO and the local Union. In addition, the CEO shall designate the chairperson for the local campus administration and the local Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and 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 to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

ARTICLE 33
NO STRIKE/NO LOCKOUTS

Section 1.

either 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 34

COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

A. The cost items contained in this Agreement are specifically subjected to additional, complete and identifiable appropriation by the the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Regents, in which case the cost items shall be effective on the dates provided in this Agreement.

B. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

C. The Board of Regents shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

ARTICLE 35

SAVINGS CLAUSE

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

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 36.

ARTICLE 36

DURATION

This Agreement shall be for the three (3) year period from July 1, 1990 to June 30, 1993 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 on or after March 1, 1993.

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.

Agreement between the Board of Regents of Higher Education
and the American Federation of State, County, and Municipal
Employees, AFL-CIO, Service Employees International Union,
AFL-CIO and International Brotherhood of Electrical Workers,
AFL-CIO.

Signed this 24th day of January, 1991.

For the Unions

Kaplan, Kenneth
W. R. Jackson
Maurice L. White
Eugene E. Bond
Richard P. Coval
John Chiodi
Tim Dean
Linda D. Beach
James M. Foster
Marilyn G. Gifford
Jarrah E. McG.
Joseph G. Marzullo

For the Board of Regents

H. J. Williams
Anthony J. DeLo
John J. Bonetti
Peter H. Tupper
Nancy C. Ferguson
Justin L. Allen
W. Paul Meade
Ernest D. Leonard
Sabrina M. Miles
Maurice J. Myers

APPENDIX A REQUEST FOR EXTENSION OF SICK LEAVE FORM

To be forwarded by the Employee to the Chief Executive Officer (C.E.O.) of the Campus

- A. NAME: _____ DATE: _____
- B. TITLE: _____ JOB GRADE: _____
- C. DATE OF INITIAL EMPLOYMENT AT THE COLLEGE/UNIVERSITY: _____
- D. TOTAL NUMBER OF WORKING DAYS REQUESTED: _____
- FROM: MONTH: _____ DAY: _____
- TO: MONTH: _____ DAY: _____
- E. WORKING DAYS OFF THE PAYROLL PRIOR TO REQUESTED LEAVE:
- FROM: MONTH: _____ DAY: _____
- TO: MONTH: _____ DAY: _____

ATTACHMENTS:

1. Statement from a physician indicating the nature of the illness and the anticipated date of return to full time duties.

Employee's Signature

Date

To be completed by the CEO and returned to Employee

- A. DATE RECEIVED BY THE CEO: _____
- B. DATE OF DECISION BY THE CEO: _____
- C. CEO'S DECISION: APPROVE _____ DISAPPROVE _____

Signature of the CEO

Date

cc: Campus Union Official

APPENDIX B(1)
SCHEDULE OF WEEKLY SALARY RATES
AS OF JUNE 26, 1988

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREME
1	\$247.64	\$258.98	\$270.32	\$281.66	\$293.00	\$5.67	\$11.34
2	\$252.72	\$264.06	\$275.40	\$286.74	\$298.08	\$5.67	\$11.34
3	\$257.01	\$269.87	\$282.73	\$295.59	\$308.45	\$6.43	\$12.86
4	\$264.50	\$277.36	\$290.22	\$303.08	\$315.94	\$6.43	\$12.86
5	\$269.23	\$283.21	\$297.19	\$311.17	\$325.15	\$6.96	\$13.98
6	\$279.32	\$293.30	\$307.28	\$321.26	\$335.24	\$6.96	\$13.98
7	\$286.78	\$302.10	\$317.42	\$332.74	\$348.06	\$7.64	\$15.32
8	\$293.76	\$310.38	\$327.00	\$343.62	\$360.24	\$8.30	\$16.64
9	\$305.37	\$323.60	\$341.83	\$360.06	\$378.29	\$9.12	\$18.24
10	\$317.66	\$337.00	\$356.34	\$375.68	\$395.02	\$9.66	\$19.32
11	\$329.14	\$350.21	\$371.28	\$392.35	\$413.42	\$10.53	\$21.06
12	\$344.15	\$366.23	\$388.31	\$410.39	\$432.47	\$11.02	\$22.04
13	\$364.06	\$387.31	\$410.56	\$433.81	\$457.06	\$11.62	\$23.24
14	\$379.63	\$406.94	\$434.25	\$461.56	\$488.87	\$13.65	\$27.30
15	\$398.80	\$428.54	\$458.28	\$488.02	\$517.76	\$14.90	\$29.70
16	\$420.36	\$452.91	\$485.46	\$518.01	\$550.56	\$16.68	\$32.52
17	\$445.70	\$479.51	\$513.32	\$547.13	\$580.94	\$17.42	\$33.84
18	\$467.03	\$503.10	\$539.17	\$575.24	\$611.31	\$18.85	\$36.00
19	\$491.20	\$529.61	\$568.02	\$606.43	\$644.84	\$20.29	\$38.40
20	\$517.59	\$557.17	\$596.75	\$636.33	\$675.91	\$20.96	\$39.52
21	\$541.65	\$583.80	\$625.95	\$668.10	\$710.25	\$22.57	\$42.12
22	\$568.54	\$613.12	\$657.70	\$702.28	\$746.86	\$24.08	\$44.52
23	\$597.65	\$643.42	\$689.19	\$734.96	\$780.73	\$24.76	\$45.72
24	\$624.68	\$672.64	\$720.60	\$768.56	\$816.52	\$26.10	\$47.92
25	\$651.69	\$702.09	\$752.49	\$802.89	\$853.29	\$27.62	\$50.40
26	\$675.76	\$728.34	\$780.92	\$833.50	\$886.08	\$28.97	\$52.52

APPENDIX B(2)
SCHEDULE OF WEEKLY SALARY RATES
AS OF JANUARY 13, 1991

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREMENT
1	\$261.64	\$272.98	\$284.32	\$295.66	\$307.00	\$5.84	\$11.34
2	\$266.72	\$278.06	\$289.40	\$300.74	\$312.08	\$5.84	\$11.34
3	\$271.01	\$283.87	\$296.73	\$309.59	\$322.45	\$6.62	\$12.86
4	\$278.50	\$291.36	\$304.22	\$317.08	\$329.94	\$6.62	\$12.86
5	\$283.23	\$297.21	\$311.19	\$325.17	\$339.15	\$7.17	\$13.98
6	\$293.32	\$307.30	\$321.28	\$335.26	\$349.24	\$7.17	\$13.98
7	\$300.78	\$316.10	\$331.42	\$346.74	\$362.06	\$7.87	\$15.32
8	\$307.76	\$324.38	\$341.00	\$357.62	\$374.24	\$8.55	\$16.62
9	\$319.37	\$337.60	\$355.83	\$374.06	\$392.29	\$9.39	\$18.23
10	\$331.66	\$351.00	\$370.34	\$389.68	\$409.02	\$9.95	\$19.34
11	\$343.14	\$364.21	\$385.28	\$406.35	\$427.42	\$10.85	\$21.07
12	\$358.15	\$380.23	\$402.31	\$424.39	\$446.47	\$11.35	\$22.08
13	\$374.98	\$398.93	\$422.88	\$446.83	\$470.78	\$11.97	\$23.95
14	\$391.02	\$419.15	\$447.28	\$475.41	\$503.54	\$14.06	\$28.13
15	\$410.76	\$441.39	\$472.02	\$502.65	\$533.28	\$15.35	\$30.63
16	\$432.97	\$466.50	\$500.03	\$533.56	\$567.09	\$17.18	\$33.53
17	\$459.07	\$493.89	\$528.71	\$563.53	\$598.35	\$17.94	\$34.82
18	\$481.04	\$518.19	\$555.34	\$592.49	\$629.64	\$19.42	\$37.15
19	\$505.94	\$545.50	\$585.06	\$624.62	\$664.18	\$20.90	\$39.56
20	\$533.12	\$573.89	\$614.66	\$655.43	\$696.20	\$21.59	\$40.77
21	\$557.90	\$601.31	\$644.72	\$688.13	\$731.54	\$23.25	\$43.41
22	\$585.60	\$631.52	\$677.44	\$723.36	\$769.28	\$24.80	\$45.92
23	\$615.58	\$662.72	\$709.86	\$757.00	\$804.14	\$25.50	\$47.14
24	\$643.42	\$692.82	\$742.22	\$791.62	\$841.02	\$26.88	\$49.40
25	\$671.24	\$723.15	\$775.06	\$826.97	\$878.88	\$28.45	\$51.91
26	\$696.03	\$750.19	\$804.35	\$858.51	\$912.67	\$29.84	\$54.16

APPENDIX B(3)
SCHEDULE OF WEEKLY SALARY RATES
AS OF JUNE 30, 1991

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREME
1	\$262.72	\$274.75	\$286.78	\$298.81	\$310.84	\$6.02	\$12.03
2	\$268.11	\$280.14	\$292.17	\$304.20	\$316.23	\$6.02	\$12.03
3	\$272.66	\$286.31	\$299.96	\$313.61	\$327.26	\$6.82	\$13.65
4	\$280.61	\$294.26	\$307.91	\$321.56	\$335.21	\$6.82	\$13.65
5	\$285.63	\$300.46	\$315.29	\$330.12	\$344.95	\$7.39	\$14.83
6	\$296.33	\$311.16	\$325.99	\$340.82	\$355.65	\$7.39	\$14.83
7	\$304.24	\$320.49	\$336.74	\$352.99	\$369.24	\$8.11	\$16.25
8	\$311.65	\$329.28	\$346.91	\$364.54	\$382.17	\$8.81	\$17.63
9	\$323.97	\$343.31	\$362.65	\$381.99	\$401.33	\$9.67	\$19.34
10	\$337.01	\$357.53	\$378.05	\$398.57	\$419.09	\$10.25	\$20.52
11	\$349.18	\$371.53	\$393.88	\$416.23	\$438.58	\$11.18	\$22.36
12	\$365.10	\$388.52	\$411.94	\$435.36	\$458.78	\$11.69	\$23.42
13	\$386.23	\$410.90	\$435.57	\$460.24	\$484.91	\$12.33	\$24.57
14	\$402.75	\$431.72	\$460.69	\$489.66	\$518.63	\$14.48	\$28.97
15	\$423.08	\$454.63	\$486.18	\$517.73	\$549.28	\$15.81	\$31.59
16	\$445.96	\$480.50	\$515.04	\$549.58	\$584.12	\$17.70	\$34.54
17	\$472.84	\$507.70	\$544.56	\$580.42	\$616.28	\$18.48	\$35.80
18	\$495.47	\$531.73	\$571.99	\$610.25	\$648.51	\$20.00	\$38.20
19	\$521.12	\$561.87	\$602.62	\$643.37	\$684.12	\$21.53	\$40.75
20	\$549.11	\$591.10	\$633.09	\$675.08	\$717.07	\$22.24	\$41.95
21	\$574.64	\$619.35	\$664.06	\$708.77	\$753.48	\$23.95	\$44.75
22	\$603.17	\$650.47	\$697.77	\$745.07	\$792.37	\$25.54	\$47.35
23	\$634.05	\$682.60	\$731.15	\$779.70	\$828.25	\$26.27	\$48.55
24	\$662.72	\$713.60	\$764.48	\$815.36	\$866.24	\$27.69	\$50.85
25	\$691.38	\$744.85	\$798.32	\$851.79	\$905.26	\$29.30	\$53.45
26	\$716.91	\$772.69	\$828.47	\$884.25	\$940.03	\$30.74	\$55.75

APPENDIX B(4)
SCHEDULE OF WEEKLY SALARY RATES
AS OF DECEMBER 29, 1991

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREMENT
1	\$267.97	\$280.24	\$292.51	\$304.78	\$317.05	\$6.14	\$12.27
2	\$273.47	\$285.74	\$298.01	\$310.28	\$322.55	\$6.14	\$12.27
3	\$278.11	\$292.03	\$305.95	\$319.87	\$333.79	\$6.96	\$13.92
4	\$286.22	\$300.14	\$314.06	\$327.98	\$341.90	\$6.96	\$13.92
5	\$291.34	\$306.47	\$321.60	\$336.73	\$351.86	\$7.54	\$15.13
6	\$302.26	\$317.39	\$332.52	\$347.65	\$362.78	\$7.54	\$15.13
7	\$310.32	\$326.90	\$343.48	\$360.06	\$376.64	\$8.27	\$16.58
8	\$317.88	\$335.86	\$353.84	\$371.82	\$389.80	\$8.99	\$17.98
9	\$330.45	\$350.18	\$369.91	\$389.64	\$409.37	\$9.86	\$19.73
10	\$343.75	\$364.68	\$385.61	\$406.54	\$427.47	\$10.46	\$20.93
11	\$356.16	\$378.96	\$401.76	\$424.56	\$447.36	\$11.40	\$22.80
12	\$372.40	\$396.29	\$420.18	\$444.07	\$467.96	\$11.92	\$23.89
13	\$393.95	\$419.11	\$444.27	\$469.43	\$494.59	\$12.58	\$25.16
14	\$410.81	\$440.36	\$469.91	\$499.46	\$529.01	\$14.77	\$29.55
15	\$431.54	\$463.72	\$495.90	\$528.08	\$560.26	\$16.13	\$32.18
16	\$454.88	\$490.11	\$525.34	\$560.57	\$595.80	\$18.05	\$35.23
17	\$482.30	\$518.88	\$555.46	\$592.04	\$628.62	\$18.85	\$36.58
18	\$505.38	\$544.41	\$583.44	\$622.47	\$661.50	\$20.40	\$39.03
19	\$531.54	\$573.11	\$614.68	\$656.25	\$697.82	\$21.96	\$41.57
20	\$560.09	\$602.92	\$645.75	\$688.58	\$731.41	\$22.68	\$42.83
21	\$586.13	\$631.73	\$677.33	\$722.93	\$768.53	\$24.43	\$45.60
22	\$615.23	\$663.48	\$711.73	\$759.98	\$808.23	\$26.05	\$48.25
23	\$646.73	\$696.25	\$745.77	\$795.29	\$844.81	\$26.80	\$49.52
24	\$675.97	\$727.87	\$779.77	\$831.67	\$883.57	\$28.24	\$51.90
25	\$705.21	\$759.75	\$814.29	\$868.83	\$923.37	\$29.89	\$54.54
26	\$731.25	\$788.15	\$845.05	\$901.95	\$958.85	\$31.35	\$56.90

APPENDIX B(5)
SCHEDULE OF WEEKLY SALARY RATES
AS OF JUNE 28, 1992

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREASE
1	\$276.01	\$288.65	\$301.29	\$313.93	\$326.57	\$6.32	\$12.64
2	\$281.67	\$294.31	\$306.95	\$319.59	\$332.23	\$6.32	\$12.64
3	\$286.45	\$300.79	\$315.13	\$329.47	\$343.81	\$7.17	\$14.34
4	\$294.81	\$309.15	\$323.49	\$337.83	\$352.17	\$7.17	\$14.34
5	\$300.08	\$315.66	\$331.24	\$346.82	\$362.40	\$7.77	\$15.58
6	\$311.33	\$326.91	\$342.49	\$358.07	\$373.65	\$7.77	\$15.58
7	\$319.63	\$336.71	\$353.79	\$370.87	\$387.95	\$8.52	\$17.08
8	\$327.42	\$345.94	\$364.46	\$382.98	\$401.50	\$9.26	\$18.52
9	\$340.36	\$360.68	\$381.00	\$401.32	\$421.64	\$10.16	\$20.32
10	\$354.06	\$375.62	\$397.18	\$418.74	\$440.30	\$10.77	\$21.56
11	\$366.84	\$390.32	\$413.80	\$437.28	\$460.76	\$11.74	\$23.48
12	\$383.57	\$408.18	\$432.79	\$457.40	\$482.01	\$12.28	\$24.61
13	\$405.77	\$431.68	\$457.59	\$483.50	\$509.41	\$12.96	\$25.91
14	\$423.13	\$453.57	\$484.01	\$514.45	\$544.89	\$15.21	\$30.42
15	\$444.49	\$477.64	\$510.79	\$543.94	\$577.09	\$16.61	\$33.15
16	\$468.53	\$504.82	\$541.11	\$577.40	\$613.69	\$18.59	\$36.29
17	\$496.77	\$534.45	\$572.13	\$609.81	\$647.49	\$19.42	\$37.68
18	\$520.54	\$560.74	\$600.94	\$641.14	\$681.34	\$21.01	\$40.20
19	\$547.49	\$590.31	\$633.13	\$675.95	\$718.77	\$22.62	\$42.84
20	\$576.89	\$621.00	\$665.11	\$709.22	\$753.33	\$23.36	\$44.11
21	\$603.71	\$650.68	\$697.65	\$744.62	\$791.59	\$25.16	\$46.91
22	\$633.69	\$683.39	\$733.09	\$782.79	\$832.49	\$26.83	\$49.71
23	\$666.13	\$717.14	\$768.15	\$819.16	\$870.17	\$27.60	\$51.01
24	\$696.25	\$749.71	\$803.17	\$856.63	\$910.09	\$29.09	\$53.41
25	\$726.37	\$782.55	\$838.73	\$894.91	\$951.09	\$30.79	\$56.11
26	\$753.19	\$811.80	\$870.41	\$929.02	\$987.63	\$32.29	\$58.61

APPENDIX B(6)
SCHEDULE OF WEEKLY SALARY RATES
AS OF JANUARY 3, 1993

JOB GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	PROMOTION FACTOR	STEP INCREMENT
1	\$281.53	\$294.42	\$307.31	\$320.20	\$333.09	\$6.45	\$12.89
2	\$287.30	\$300.19	\$313.08	\$325.97	\$338.86	\$6.45	\$12.89
3	\$292.18	\$306.81	\$321.44	\$336.07	\$350.70	\$7.31	\$14.63
4	\$300.71	\$315.34	\$329.97	\$344.60	\$359.23	\$7.31	\$14.63
5	\$306.08	\$321.97	\$337.86	\$353.75	\$369.64	\$7.93	\$15.89
6	\$317.56	\$333.45	\$349.34	\$365.23	\$381.12	\$7.93	\$15.89
7	\$326.02	\$343.44	\$360.86	\$378.28	\$395.70	\$8.69	\$17.42
8	\$333.97	\$352.86	\$371.75	\$390.64	\$409.53	\$9.45	\$18.89
9	\$347.17	\$367.90	\$388.63	\$409.36	\$430.09	\$10.36	\$20.73
10	\$361.14	\$383.13	\$405.12	\$427.11	\$449.10	\$10.99	\$21.99
11	\$374.18	\$398.13	\$422.08	\$446.03	\$469.98	\$11.97	\$23.95
12	\$391.24	\$416.34	\$441.44	\$466.54	\$491.64	\$12.53	\$25.10
13	\$413.89	\$440.32	\$466.75	\$493.18	\$519.61	\$13.22	\$26.43
14	\$431.59	\$462.64	\$493.69	\$524.74	\$555.79	\$15.51	\$31.05
15	\$453.38	\$487.19	\$521.00	\$554.81	\$588.62	\$16.94	\$33.81
16	\$477.90	\$514.92	\$551.94	\$588.96	\$625.98	\$18.96	\$37.02
17	\$506.71	\$545.14	\$583.57	\$622.00	\$660.43	\$19.81	\$38.43
18	\$530.95	\$571.95	\$612.95	\$653.95	\$694.95	\$21.43	\$41.00
19	\$558.44	\$602.12	\$645.80	\$689.48	\$733.16	\$23.07	\$43.68
20	\$588.43	\$633.42	\$678.41	\$723.40	\$768.39	\$23.83	\$44.99
21	\$615.78	\$663.69	\$711.60	\$759.51	\$807.42	\$25.66	\$47.91
22	\$646.36	\$697.05	\$747.74	\$798.43	\$849.12	\$27.37	\$50.69
23	\$679.45	\$731.48	\$783.51	\$835.54	\$887.57	\$28.15	\$52.03
24	\$710.18	\$764.71	\$819.24	\$873.77	\$928.30	\$29.67	\$54.53
25	\$740.90	\$798.20	\$855.50	\$912.80	\$970.10	\$31.41	\$57.30
26	\$768.25	\$828.03	\$887.81	\$947.59	\$1,007.37	\$32.94	\$59.78

APPENDIX C

TEMPORARY WORK ASSIGNMENT FORM

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

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

Name of Employee	Area of Assignment
Employee Number	Title of Present Position
Title of Higher Rated Position to which you have been assigned	Effective Date of Assignment
Signature of Employee	Date of Signature

IMMEDIATE SUPERVISOR

Name of Immediate Supervisor	Area of Responsibility
Date Form Received from Employee	Employee's Present Title
Title of Higher Position that you assigned to employee	Effective Date of Assignment
Previous Incumbent of Position	
<u>Reasons for Assignment:</u>	
<u>Anticipated Duration of Assignment:</u>	
Signature of Immediate Supervisor	Date of Signature
Signature of Intermediate Supervisor/Department Head	Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE INSTITUTION PERSONNEL OFFICER AFTER OBTAINING THE SIGNATURE OF THE INTERMEDIATE SUPERVISOR/DEPARTMENT HEAD.

Temporary Work Assignment (Continued -)

INSTITUTIONAL PERSONNEL OFFICER

Approval

☐

Title of Higher Rated Position

Disapproval

☐

*

Duration of Assignment

*Reason for Disapproval:

Signature of Institutional Personnel
Officer

Date of Signature

cc: Employee:
Immediate Supervisor:
Intermediate Supervisor:

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APPENDIX D
REQUEST TO APPEAL CLASSIFICATION OF
TRUST-FUNDED POSITION FORM

REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

Personnel Administrator
Address

Dear Sir:

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

I am requesting that my position be changed from

Title: _____ to Title: _____

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

Sincerely yours,

NAME _____

DEPARTMENT _____

HOME ADDRESS _____

APPENDIX D
REQUEST TO APPEAL CLASSIFICATION OF
TRUST-FUNDED POSITION FORM

PLEASE TYPE OR PRINT

NAME:

PRESENT TITLE:

GRADE:

REQUESTED TITLE:

GRADE:

DEPARTMENT:

IMMEDIATE SUPERVISOR'S NAME:

UNIT:

IMMEDIATE SUPERVISOR'S TITLE:

DATE OF HIRE IN CURRENT POSITION:

NAME AND TITLE OF PERSONS YOU SUPER-
VISE (IF ANY):

CHANGES IN DUTIES AND RESPONSIBILITIES SINCE ASSUMING CURRENT POSITION:

LIST DUTIES PERFORMED (USE ADDITIONAL PAGE IF NECESSARY):

APPROXIMATE
OF TIME SPEN
ON EACH DUTY

APPENDIX E
CERTIFICATE OF ELIGIBILITY FOR SYSTEMWIDE TUITION REMISSION
Higher Education Employees

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

Employee's Name

Title and Department

Employee's College/University

Collective Bargaining Unit (none, indicate "non-unit classified" or "non-unit professional")

☐ Spouse ☐ Dependent Child

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

Signature of Employee

Date

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

Signature of Employee's Department Head

Signature of Chief Personnel Officer (or Designee)

Date

Date

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

APPENDIX F
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

Evaluation Status: _____ Name _____ Grade _____
 _____ 3 month probationary State Title _____
 _____ 5 month probationary Working Title _____
 _____ Annual _____ Department _____
 (Year) _____
 _____ Other _____ Anniversary Date in campus Service _____
 Anniversary Date in Working Title _____

DEFINITION FOR RATING TO BE APPLIED:		SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
4	*SUPERIOR: Accomplished all goals or performed all tasks and excels in a substantial manner.						
3	ABOVE STANDARD: Performs all tasks above departmental standards.						
2	GOOD: (Standard) Average performance; meets departmental standards.						
1	*FAIR: Below average performance but improving and potentially acceptable.						
0	*UNSATISFACTORY: Many goals unrealized or many tasks not performed.						
	NOT APPLICABLE: Not applicable to job.						
	*Specific examples must be cited in the space provided for comments.						
QUALITY AND QUANTITY OF WORK:							
A. Demonstrates knowledge of job							
B. Amount of work accomplished							
C. Performs work with accuracy							
D. Work is neat and presentable							
E. Work is thorough							
F. Organizes work appropriately							
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and University policies						
F. Complies with instructions, rules and regulations, including health and safety precautions						
SUPERVISOR'S COMMENTS						
EMPLOYEE'S COMMENTS:						
WORK ATTITUDES:						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
RELATIONSHIPS WITH OTHERS:						
A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communication						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
SUPERVISORY ABILITY (where applicable):						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:

☐ Retention (probationary)
☐ Dismissal (probationary)
☐ No action required
☐ Other _____

Signature and Title

/ _____
Date

COMMENTS OF EMPLOYEE:

Date of Discussion with
Supervisor

Signature of Employee Being Evaluated
(Does Not Imply Agreement or Disagreement with Evaluation)

COMMENTS OF INTERMEDIATE SUPERVISOR AND/OR INSTITUTIONAL PERSONNEL OFFICER WHO
REVIEWED THIS EVALUATION:

For purposes of granting the Inservice Recognition/Merit component of Article 29
the following shall be completed:

Exceeds Expectations

Meets Expectations

Fails to Meet Expectations

Recommendation:

☐ Retention (probationary)
☐ Dismissal (probationary)
☐ No action required
☐ Other _____
☐ Point Average for Merit Purposes _____

Signature and Title

/ _____
Date

COMMENTS OF EMPLOYEE:

I have read the comments of my supervisor and intermediate supervisor.

Signature of Employee

Date

SUPPLEMENTAL AGREEMENT
covering
ALL BARGAINING UNIT MEMBERS
INCLEMENT WEATHER POLICY

In the event that classes and other activities are cancelled, only snow day personnel will be required to work. Employees designated as snow day personnel and who report to work will be awarded a commensurate amount of compensatory time (based on actual number of hours worked) in addition to the day's pay (straight time). Example: A snow day employee working 7 1/2 hours will be awarded 7 1/2 hours compensatory time. Records will be kept within the department, and compensatory time must be taken within 120 days following the snow day. This policy includes delayed openings, early closings and cancellations when non-essential personnel are excused with pay.

Any employee working at a rate greater than straight time is not eligible for compensatory time.

Any employee who is not at work due to authorized vacation, sick or personal leave will **NOT** be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick or personal leave.

SUPPLEMENTAL AGREEMENT
covering
BARGAINING UNIT MEMBERS
at the
MASSACHUSETTS MARITIME ACADEMY

Section A: From and after the date of execution of the Agreement, every person who, as a member of the bargaining unit, shall be employed to serve on any annual training cruise pursuant to the provisions of this Agreement, shall during any such cruise for which he/she is so employed and on which he/she does serve, be paid a stipend in the amount of Two Hundred-Twenty-five (\$225.00) Dollars for each week or fraction of such week during which he/she does serve on such cruise . In no instance shall the total amount paid exceed Two Thousand (\$2,000.00) Dollars. No stipend or portion thereof shall be a part of the base salary rate of any such person, and every stipend or portion thereof paid to any such person in accordance with the provisions of this Article shall be paid in addition and as a supplement to any salary or other compensation otherwise payable to such person pursuant to the provisions of this Agreement.

Due to a forced change in work location (i.e Mass Maritime Academy), any transportation back to the original work location due to the death or life threatening illness of a spouse or

child shall be compensated by the Academy. Such leave shall be granted at the sole discretion of the Master of the Ship and/or the President. When employees are on "cruise or shipyard status" they will be excluded from the Work-Week, Work-Schedule, and Safety Procedures Articles of this Agreement. Transportation to and from the shipyard and any other present arrangements between the Bargaining Unit Members and the Massachusetts Maritime Academy will continue through the term of this Agreement.

A unit member assigned to the training ship and who is assigned shipyard duty or is required to perform assigned duties associated with the acquisition of a training craft or vessel outside of the Commonwealth of Massachusetts for more than fifteen(15) consecutive days shall begin to accrue compensatory time off at the rate of one day off for each three days of work.

Section B: If an increase in cruise stipend or change in compensatory time off is granted any administrator assigned to the training ship in the three (3) year period from July 1, 1990 to June 30, 1993, the parties, upon the request of one or both of them, will reopen negotiations on the provisions of section one of this Supplemental Agreement.

SUPPLEMENTAL AGREEMENT
COVERING
BARGAINING UNIT MEMBERS

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

Section 1.

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

Section 2.

Each College/University shall be responsible on a yearly basis, for furnishing all required clothing and equipment necessary for employment at the campus; or such College/University shall establish a clothing and equipment allowance not to exceed three-hundred dollars (\$300.00) per person, per year. Such allowance shall be for the purpose of purchasing clothing and equipment required by the campus. The provisions of this section shall not apply to the purchase of handguns.

For those Colleges/Universities providing a three-hundred dollar (\$300.00) allowance, payment made in accordance with the above, shall be to a designated vendor or to the employee upon presentation of proper receipts from a designated vendor.

Section 3.

- A. Employees hired or promoted into Campus Security positions which require the successful completion of a job related training program, and who have entered such training program prior to the end of his/her probationary/trial period as established in Article 27, Section 1 or Article 19, Section 4, shall be covered by the following provisions:
1. The probationary/trial period, as established in Article 27, Section 1 or Article 19, Section 4, shall continue until the completion of the designated training programs or the time limits established above, whichever is greater.
 2. For employees who fail to successfully complete the designated training program, the CEO shall have five (5) working days to make a determination regarding the employee's status in accordance with Article 27 or Article 19.
- B. Within thirty (30) days following the ratification of this Agreement, the CEO, shall discuss with the appropriate union official, the type of training required for new Campus Security Personnel. Prior to a change in the type of training required or where a College/University is instituting a required program, the CEO or designee shall notify the appropriate union official.

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

Section 4.

Any provision of the Agreement to the contrary notwithstanding, the parties agree that any employee who is hired or promoted into a Campus Security position, and who is enrolled at the expense of the employer in a job related training program shall, as a condition of employment, return to the service of the College for a period of service as set forth below for each month or portion thereof that the employee was enrolled in such job related training program. In default of the completion of such service, he/she will refund to the College/University an amount equal to such proportion of the salary received by him/her while enrolled in such job related training program as the amount of service not actually rendered bears to the entire amount of service agreed to be rendered.

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

- A. For a training program of eight (8) weeks duration or less there is no obligation for continued service to the College/University.
- B. For a training program of greater than eight (8) weeks duration but of less time than the training program for Municipal Police Officers conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$3,000 or eighteen (18) months of service to the College/University from the date of graduation from such training is required.
- C. For a training program equivalent to that required for a Municipal Police Officer and conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$4,000 or thirty-six (36) months of service to the College/University from the date of graduation from such training is required.

Section 5.

All training required by state law or by the College/University shall be at the full expense of the College/University. When the employee is required to attend training on a day on which he/she is not otherwise scheduled to work, said employee shall be compensated

at the rate of time and one-half his or her regular rate of pay for such training.

Section 6.

With respect to Article 18, Safety Procedures, the parties further agree as follows:

- A. Recognizing the need to maintain a safe environment, each Campus shall make reasonable efforts to fill vacancies in the Campus Security work force.
- B. At the request of either party, the Campus Labor/Management Committee shall meet to discuss the concerns of the Campus Security Personnel. The parties also agree that concerns related to Campus security shall constitute a standing agenda item of the Campus Labor/Management Committee. At Labor/Management or Safety Committee meetings where Campus Security issues are to be raised, either party may invite a Campus Security employee to attend such a meeting.

Section 7.

- A. For the purpose of this section, a detail shall mean a work assignment outside of normal working hours that is paid for by an outside agency or organization which is not an organization

or department of the College/University. For purposes of the University of Massachusetts at Amherst, a paid detail shall mean work requested by a department other than the public safety department.

- B. Employees who work paid details shall be compensated at the rate of time and a half (1 1/2) of their regular rate. There shall be a minimum of four (4) hours pay for each such paid detail.
- C. The College/University shall require a notice of cancellation of a detail from the requester to the College/University of at least (4) hours prior to the time the detail is scheduled to begin. If the requester fails to notify the College/University within the above specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

Section 8.

On each August 15 and February 15, respectively, badge numbers will be assigned and reassigned among Unit members holding campus security positions according to an individual's seniority by position title, with the lowest badge number being assigned to the most senior individual and the highest badge number being assigned to the most junior individual.

SUPPLEMENTAL AGREEMENT
covering
BARGAINING UNIT MEMBERS
at the
UNIVERSITY OF MASSACHUSETTS, AMHERST

Section A. For purposes of Promotions and Filling of Vacancies, the following administrative groups and sub units shall be utilized in the application of seniority and composition of the applicant pool:

1. Administrative Group 1 - Service and Maintenance

- Sub-Unit A- Construction and Repairs (Maintenance & Operations)
- B- Custodial
 - C- Transportation
 - D- Grounds
 - E- Supply

2. Administrative Group 2 - Food Service

- Sub-Unit A- Auxiliary Enterprises
 - 1. Cash Operations
 - 2. Boarding Halls
- B- University Health Services

The parties agree to review the Administrative 2 grouping and by mutual consent reopen discussions after a one year trial period.

3. Administrative Group 3 - College of Food & Natural Resources

- Sub-Unit A - Department of Veterinary and Animal Sciences
 - 1. Livestock Area (Farm on campus and South Deerfield)
 - 2. Poultry Research Area (Tillson Farm)
 - 3. Veterinary Sciences (Hatch Laboratory and Paige Laboratory and on campus)
- Sub-Unit B - Plant and Soil Sciences
 - 1. Field and Agronomic Research (Campus at Brooks Barn and South Deerfield),

2. Olericulture(campus, Bowditch Hall and South Deerfield
3. Floriculture (French Hall Greenhouses)
4. Horticulture Research Center (Belchertown and campus

Sub-Unit C - Plant Pathology

Fernald Hall and Campus

Sub-Unit D - Entomology

Fernald Hall and Campus

Sub-Unit E - Shade Tree - Campus

Sub-Unit F - Agricultural Engineering - Campus

Sub-Unit G - Research and Extension Services

Near Tillson Poultry Farm and Campus

Sub-Unit H - Forestry and Wildlife Management

1. Holdsworth Hall and Campus
2. Toby Forest
3. Caldwell Forest

4. Administrative Group 4 - Security

Sub-Unit A - Institution Protection Man

- B - Parking Garage Attendant and Head Parking Garage Attendant
- C - Fire and Safety Officer
- D - Parking Meter Service Attendant

5. Administrative Group 5 - Probationary Employees

Section B. Except where the job is a target position as defined by the University Affirmative Action Program, the CEO shall consider applicants for vacant positions in the following order of priority:

1. From the sub-unit within the administrative group where the vacancy exists. If no qualified candidate, as provided in Section 3, Article 19, has applied, then;

2. From the other sub units in the same administrative group. If no qualified candidate as provided in Section 3, Article 19, has applied; then;
3. From other administrative groups covered by this Agreement.

The senior qualified applicant shall be awarded the position and granted a trial period unless it can be demonstrated that an applicant with less seniority is better qualified.

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

Measurement standards for course evaluations shall be determined by the instructor and conveyed to participants at the beginning of the course. The evaluation of the employee by the trainer shall be evidence of the employee's qualification in the supervisory area. The decision to enroll the employee in a supervisory training program is not grievable.

SUPPLEMENTAL AGREEMENT
covering
BARGAINING UNIT MEMBERS
at the
UNIVERSITY OF MASSACHUSETTS, AMHERST AND BOSTON

Vacation for Employees with less than fifty-two (52) weeks guaranteed employment and/or subject to periodic layoff - (UMass-Amherst/Boston).

Employees in positions with less than fifty-two (52) weeks guaranteed employment and/or subject to periodic layoff, shall accrue creditable service in such months in which they are laid off in excess of two (2) working days based on the cumulative total of days worked in such month. Holidays, approved sick leave, paid personal leave, vacation leave, and compensatory days shall be counted as days worked. Each twenty (20) days worked in such months shall be counted as creditable service for vacation purposes. Appropriate vacation shall be credited to said employee at the end of each payroll month of employment. Leave without pay of two (2) days in any payroll month shall result in the loss of accrual for the month in accordance with Article 13 (Vacations).

SUPPLEMENTAL AGREEMENT
covering
BARGAINING UNIT MEMBERS
at the
UNIVERSITY OF MASSACHUSETTS BOSTON

WHEREAS, the parties to the above collective bargaining Agreement, seek to continue the understanding reached prior to negotiations on this Agreement, it is agreed that the Memorandum of Agreement between the University of Massachusetts at Boston and Service Employees International Union, Local 285, AFL-CIO dated February 2, 1982 regarding issues arising from the hiring of former Boston State College employees by the University of Massachusetts at Boston shall continue in full force and effect.



THE COMMONWEALTH OF MASSACHUSETTS

BOARD OF REGENTS OF HIGHER EDUCATION

ROOM 1401, MCCORMACK BUILDING
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108-1696

Dick Pursant
RECEIVED

FEB 28 1991

BUNKER HILL COMMUNITY COLLEGE
PRESIDENT'S OFFICE

MEMORANDUM

TO: Public College and University Presidents and Chancellors
FROM: Carleton H. LaPorte, Jr.
Director of Employee Relations
DATE: Coalition One Contract
RE: February 27, 1991

Attached is a copy of the 1990 - 1993 Coalition One Agreement. Except for new economic items, all provisions of the agreement are currently in effect. The changes from the prior agreement are minimal and are as follows:

One: Article 10, Workweek and Work Schedule, Section 1, B

If the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least twelve (12) working day's written notice. In the prior Agreement, only ten (10) days notice was required.

NOTE: There is a typographical error in Section 5 on page 24. The call back provisions of the Agreement will remain at four (4) hours minimum. (de) ✓

Two: Article 11, Leave, Section 3

The bereavement leave provisions have been expanded so that an employee may defer one day to a later date in the event that the internment or memorial service of a relative occurs at a later date.

Three: Article 11, Leave, Section 7

Maternity leave has been expanded to include adoptive leave. To the extent that benefits were available for maternity leave, similar benefits are now available for adoptive leave.

Four: Article 11, Parental Leave, Section 8

Expanded benefits are now available to employees on parental leave. Employees may, under certain conditions, continue to receive group health insurance benefits for a period of ten weeks while the employee is on such leave.

Five: Article 11, Family Leave, Section 10

A new section, family leave, grants employees additional benefits. Employees may be granted up to ten weeks leave to care for the employee's spouse, parent, grandparent, grandchild or relative living in the same household.

Six: Article 12, Extension of Sick Leave, Section 3

The Article now requires, rather than permits, input from the employee's supervisor(s) and ~~pertinent attendance or personnel records~~ before a decision on an extension of sick leave is granted. (Ne) ✓

Seven: Article 13, Vacations, Section 7

Effective January 1, 1991, employees in this unit may now carry over a total of 64 vacation days. ✓

Eight: Article 17A, In-Service Recognition/Merit Award

In-service recognition/merit awards have been deleted in the new Agreement. *

Nine: Article 18, Health and Welfare, Section 1

A new section has been added which creates a management/labor group to study methods of containing health care costs.

Ten: Article 21, Contracting Out

The contract language has been modified so that prior to services being contracted out a labor/management committee is to meet and discuss proposed contracting out of services. The Committee shall then make a non-binding recommendation to the CEO. *

Eleven: Article 24A, Implementation of the Classification Study

This Article has been deleted since the Classification Plan referred to was implemented during the term of the previous contract.

Twelve: Article 25, Professional Development, Section 4

This Section which provided for Distinguished Service Awards to certain employees has been deleted. *

Thirteen: Article 36, Duration

The Agreement is in effect from July 1, 1990 through June 30, 1993.

Fourteen: Supplemental Agreement on Upgrading of Trades Positions

This agreement has been deleted.

Fifteen: Supplemental Agree on Pilot Program for Dues Deduction

This agreement has been deleted.

Sixteen: Supplemental Agreement for Campus Security Personnel

1. This Supplemental Agreement now applies to the Universities as well as to State and Community Colleges.
2. Additionally, a new feature of the Agreement Section 4, B and C, requires that if an employee is trained at the expense of the College, the employee must either remain at the College for a specified period of time or make commensurate reimbursement to the College.
3. Section 7 addresses concerns regarding paid detail for campus security personnel.
4. Section 8 addresses seniority rights regarding badge assignments.

New economic items appearing in the following sections are not in effect and the provisions of the 1986 - 1989 contract shall continue to control these items until further notice:

1. Article 10, Section 7 - Shift Differential. The shift differential shall remain at 50 cents per hour.
2. Article 10, Section 12 - Weekend Differential. The weekend differential is not in effect.
3. Article 14, Section 10 - Holiday Differential. The holiday differential is not in effect.
4. Article 15, Section 1 - Mileage. An employee shall continue to be reimbursed at the rate of 22 cents per mile.
5. Article 15, Sections 2 & 3 - Travel and Overtime. The amount of reimbursable meal expenses shall remain fixed at the level granted in the 1986 - 1989 Agreement.
6. Article 17 - Employee Compensation. The compensation of each employee shall continue under the provisions of the 1986 - 1989 Agreement. The salary schedule dated June 26, 1988 will remain in effect.
7. Article 18 - Health & Welfare. The increase in funding for health and welfare in the third year of the Agreement is not in effect.
8. Article 25, Section 3 - Training Committee. This section is not in effect.

Questions concerning this contract should be directed to Sabrina Miles or Maryellen Lyons of the Division of Human Resources at the Regents' Office, telephone (617)727-7785.

cc: Classified Design Team
Directors of Human Resources/Personnel
Division of Human Resources' Staff

