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K#: **800391**

Location: **MA Amherst**

Employer Name: **Massachusetts, University of**

Union: **Professional Staff Union, Service Employees International Union (SEIU), AFL-CIO-CLC**

Local: **509**

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PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts on behalf of the University of Massachusetts ("Employer/University Administration") and the Professional Staff Union, Local 509, Service Employees International Union, AFL-CIO/CLC ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated thereunder, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.

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

ARTICLE 1
RECOGNITION

Section 1.1

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

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

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

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

Section 1.2

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

Section 1.3

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

ARTICLE 2
UNION RIGHTS

Section 2.1 Union Representatives

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

Section 2.2 Union Stewards and Grievances

Union Stewards shall have reasonable time off without loss of wages, benefits or privileges for the investigation and processing of grievances and arbitrations.

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

Witnesses called by the Union to testify at a Step 3 hearing or in an arbitration proceeding (Step 4) may be granted time off without loss of wages, benefits and other privileges. Requests for time off shall not be unreasonably denied.

Section 2.3 Union Business

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

a) Release time must be requested by the President of the Amherst or Boston Chapter, by the Grievance Secretary of the Boston or Amherst Chapter, or by the Field Representative or other official of SEIU, Local 509. Requests must indicate the names of the employee (s), the date and times requested, and the purpose for which the time will be used.

b) Requests for release time will require the prior approval of the employee's supervisor. Requests for release time must be made three days in advance. Such requests shall not be unreasonably denied.

c) The total amount of release time available to the UMASS/Amherst portion of the bargaining unit is 106 days per calendar year. The total amount of release time available to the UMASS/Boston portion of the bargaining unit is 50 days per calendar year. Such days may not be banked from one calendar year to the next.

Section 2.4 Union Provision of Steward List

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

Section 2.5 Unpaid Union Leave of Absence

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

Section 2.6 Use of Premises

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

Section 2.7 Campus Mail

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

Section 2.8 Bulletin Boards

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

Section 2.9 Employer Provision of Information

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

1. upon execution of this Agreement and on every April 1 and every October 1, a list of all bargaining unit members, with their classification titles, rates of pay, department or program and/or grant or contract;

2. on a monthly basis a list of all bargaining unit members going to or returning from a non-bargaining unit position, together with the department in which they work;

3. on a monthly basis a list of all new employees in the bargaining unit and their date of employment and classification, together with the department in which they work;

4. on a monthly basis a list of all bargaining unit members who have been terminated;

5. a list of bargaining unit employees who withdrew checkoff authorizations within two (2) months of such withdrawal.

6. on a monthly basis a list of all bargaining unit employees on dues deduction or agency fee checkoff and who are off payroll for any reason the week of deduction;

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

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

Section 2.10 Union Orientation

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

Section 2.11 Information on the Board of Trustees

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

Section 2.12 Office Space

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

Section 2.13 Non-Discrimination

The Employer/University Administration and the Union agree that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit

member because of his/her membership or non-membership in the Union or participation or non-participation in Union activities.

ARTICLE 3
UNION SECURITY

Section 3.1

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

Section 3.2

A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her Union dues check-off authorization by giving at least sixty (60) calendar day's notice in writing to the Campus Human Resources Office and the Treasurer of the Union.

Section 3.3

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

Section 3.4

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

Section 3.5

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

Section 3.6

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

Section 3.7

An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing.

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

ARTICLE 4
AGENCY SERVICE FEE

Section 4.1

Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or who later elects not to maintain membership in the Union shall be required to pay to the Union each month as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-twelfth (1/12th) of the annual fee uniformly charged by the Union.

Section 4.2

A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee deduction authorization by giving at least sixty (60) calendar days notice in writing to the Campus Human Resources Office and the Treasurer of the Union.

Section 4.3

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

Section 4.4

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

Section 4.5

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

Section 4.6

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

Section 4.7

Upon the written request of the Union, the Employer/University Administration shall terminate any bargaining unit member who, after written notice, has refused to pay the agency fee. Within thirty (30) calendar days of receipt of such request, accompanied by the written notice, the Employer/University Administration shall notify the Union and the individual bargaining unit members whose names appear on such request that the bargaining unit members have been terminated. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the termination.

Section 4.8

Disputes between the Union and the Employer/University Administration concerning this Article shall be resolved in accordance with Article 7, Grievance and Arbitration Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any bargaining unit member.

If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the agency fee in accordance with this Article, the only remedy shall be the termination of the bargaining unit member.

Section 4.9

It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold harmless the Employer/University Administration from any and all claims, demands, liability, costs or damages arising from the termination of a bargaining unit member hereunder or from deductions made by the Employer/University Administration.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1

Except as otherwise specifically and expressly modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration.

Section 5.2

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

ARTICLE 6
AFFIRMATIVE ACTION/NON-DISCRIMINATION/ SEXUAL HARASSMENT

Section 6.1 Affirmative Action

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

Section 6.2 Non-Discrimination

The Employer/University Administration and the Union agree not to discriminate in any way in violation of applicable law, against bargaining unit members covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical handicap.

The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, or mental or physical handicap.

Section 6.3 Sexual Harassment

The Employer/University Administration and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice which should not be condoned. The University and the Union agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination consistent with Article 8.

Section 6.4

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

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 Definition

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

Section 7.2 Intent

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

Section 7.3 Time Limits

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

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

the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

Section 7.4 Eligibility

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

Section 7.5 Procedure for Filing a Grievance

Step 1 - Informal Step - Immediate Supervisor

When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (immediate non-unit supervisor) who has the authority to resolve the matter. The Employer/University Administration may have its Contract Administrator participate at the informal step discussions. However, if the Contract Administrator participates at this level, he/she may not be appointed as a "designee" at another level of the grievance procedure. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of the Union and Employer/University Administration.

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

Formal Procedure

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

Step 2 - Vice-Chancellor/Chancellor

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

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

Step 3 - President

A grievance is submitted to Step 3 by presenting it to the President or designee when the grievant(s) and/or Union are not satisfied with the decision at Step 2. The grievance shall be filed at Step 3, in writing, within ten (10) calendar days after the written decision of the Vice Chancellor/Chancellor or designee is received, or is due. Grievances presented initially at Step 3 must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the action or inaction giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such action or inaction, whichever is later. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining

unit member learned or should have learned of the action or inaction giving rise to the grievance, whichever is later, but in any event no later than fourteen (14) calendar months after the action or inaction.

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

Alternate Step 3 - Grievance Mediation

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

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

Step 4 - Arbitration

If the grievance is not resolved to the satisfaction of the Union at Step 3, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Step 3 or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the Union and the Employer/University Administration shall select the arbitrator whose name next follows the name last selected from a panel of arbitrators mutually established by the

Union and the Employer/University Administration. If the arbitrator so selected is unable or unwilling to serve as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the Union and the Employer/University Administration, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on the list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to served in accordance with these procedures.

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

1. a copy of this Agreement;

2. a copy of the written notice, sent to the Employer/University Administration of the Union's intention to initiate arbitration; and

3. a complete copy of the grievance record.

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

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

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

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

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

2. The Union's request for a Tripartite hearing shall be sent to the University President or designee on a form which also contains a waiver signed by the grievant which states that he/she understands the panel's decision is final and binding and that he/she waives any right to file for arbitration. The University administration shall review the Union's request for a Tripartite hearing and shall notify the Union within twenty days whether it agrees to the request.

3. Termination cases shall be excluded from consideration under this process.

4. Any materials which the parties may wish to submit for consideration by the Tripartite Panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.

5. At the hearing, the Union and the University administration may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.

6. The Neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The Neutral may not compel a settlement. Both

parties shall have present at the hearing a decision-making authority in the event a settlement is proposed.

7. The Tripartite Panel shall rule on the grievance by majority vote. Deliberations of the Panel are limited to thirty (30) minutes per case. All decisions of the Tripartite Panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual Panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the University administration the day following the hearing unless otherwise agreed to by the parties.

8. Fees charged by the elected Neutral shall be paid equally by the Union and the University administration.

9. The Unit-wide Labor/Management Committee shall regularly review the program and make any minor modifications deemed necessary.

Section 7.6 Collateral Consequences of a Grievance

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

No reprisals of any kind shall be taken by either the Union or the Employer/University Administration against any unit member(s) initiating or participating in a grievance.

Section 7.7

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

Section 7.8

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

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 8.1

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

Section 8.2

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

Section 8.3

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

ARTICLE 9
PERSONNEL FILES

Section 9.1

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

Section 9.2

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

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

Section 9.3

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

Section 9.4

The bargaining unit member may challenge the accuracy or propriety of any material contained in his/her file by filing a written statement in the personnel file. If the

Employer/University Administration and an employee agree that certain factual information in his/her personnel file is inaccurate, such information shall be corrected or expunged.

Section 9.5

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

Section 9.6

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

ARTICLE 10
PROFESSIONAL RECOGNITION

Section 10.1

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

Section 10.2

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

Section 10.3

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

ARTICLE 11
WORKING CONDITIONS

Section 11.1 Accounting of Sources and Funds

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

Section 11.2 Support Services

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

Section 11.3 Workloads

Subject to departmental budgetary constraints and needs, and recognizing that workloads may vary from department to department and from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members. If budgetary constraints are cited, the bargaining unit member shall be provided those reasons.

Section 11.4 Work Space and Equipment

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

ARTICLE 12
SENIORITY

Section 12.1

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

Section 12.2

One full year of seniority shall be earned by a bargaining unit member who regularly works at least half time at the University for a twelve month or forty-three (43) week period.

Section 12.3

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

Section 12.4

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

Section 12.5

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

ARTICLE 13
LAYOFFS

Section 13.1 Preface

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

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

Section 13.2 Definition

A. Layoffs shall be defined as follows:

1. Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.

2. A grant-funded bargaining unit member's functional job or position is terminated due to a lack of funds or lack of work.

3. A state-funded or trust-funded bargaining unit member explicitly hired for a specific project with a specified duration completes that stipulated project.

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

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

Section 13.3 Consultation Period

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

B. If the Employer/University Administration determines that layoffs may be necessary because of lack of funds or lack of work, the Employer/University Administration shall notify the Union in writing of the reasons for the anticipated layoff and the area(s) proposed for the layoffs. At this time the Employer/University Administration will also notify any employees likely to be affected of the possibility of individual layoffs. The Employer/University Administration will provide a minimum of (15) calendar days, with extensions possible by mutual agreement, for consultation with the Union unless the Employer/University Administration's determination of the need for a layoff is due to a condition beyond the control of the Employer/University Administration. During this period, if it so requests, the Union, with a committee no larger than three members, is entitled to meet with the Employer/University Administration to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the Union's request, the University will supply available statistical and financial data relevant to the layoffs.

Section 13.4 Notice to Bargaining Unit Members

A. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall submit to the Union a final list of employees being laid off; the departments

involved; the number of affected positions; and the duration of the layoff.; The Employer/University Administration shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date of layoff if written notice has not previously been provided with the effective date of layoff.

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

Years of Service	Calendar Days
2 years but less than 5	60
5 years or more	90

C. The written notice of layoff shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance. A letter to that effect shall be provided to the bargaining unit member.

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

Section 13.5 Order of Layoffs

A. Within departments/programs in which layoffs take place, temporary employees shall be terminated before any bargaining unit members are laid off. A temporary employee, for this purpose, shall be defined as an employee who has been employed for less than one (1) year and who is filling the position of a bargaining unit member on an authorized leave.

B. If the Employer/University Administration decides to reduce in number, within a department/program, state and/or trust-funded positions whose essential job

duties and functions are, in the judgment of the supervisor, interchangeable, seniority shall prevail in determining the bargaining unit member or members who shall remain.

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

Section 13.6 Voluntary Reassignment

A. A bargaining unit member with five (5) or more years of service who is targeted for layoff shall be entitled to the option of voluntary reassignment under Section 13.6, B below to a vacant and available position or to a position which is occupied by a bargaining unit member who has less than eight (8) years' seniority and less seniority than the targeted individual. The targeted bargaining unit member must be qualified and able to fill the position after a brief period. There shall be no voluntary reassignment into or out of grant-funded positions.

B. 1. The Employer/University Administration may choose to identify within the bargaining unit member's MBU (Major Budgetary Unit) two (2) bargaining unit positions which are vacant and available or whose occupants have less seniority. In the case of positions that are currently occupied, they must be of the same or lower grade level as the position held by the person seeking voluntary reassignment. After a meeting with the bargaining unit member to discuss his or her employment history, qualifications, and abilities, the Employer/University Administration may offer these positions to the bargaining unit member. The Employer/University Administration will endeavor to offer positions within County Extension which are as close as possible to the bargaining unit member's current location.

2. If the Employer/University Administration does not choose to identify two (2) positions within the MBU or the bargaining unit member rejects a position offered within the MBU, the Employer/University Administration shall provide

to the bargaining unit member a list of bargaining unit positions whose occupants have fewer than eight (8) years' seniority within the executive area and the working titles and seniority of bargaining unit members filling those positions. The list will also include vacant and available positions. Upon the request of the bargaining unit member, the Employer/University Administration shall provide the up to date job descriptions/position descriptions of those positions on the list for which the bargaining unit member believes, from a review of the working titles, that he or she may be qualified. The bargaining unit member may then identify for voluntary reassignment one (1) such position with equal or lesser responsibilities and whose occupant has less seniority or one (1) vacant and available position. After meeting with the bargaining unit member to discuss his or her employment history and his or her qualifications and abilities, the Employer/University Administration shall determine whether the bargaining unit member meets the qualifications for the position identified, and, if he or she does, shall offer the position to the bargaining unit member.

If two or more bargaining unit members targeted for layoff select the identical position for voluntary reassignment, and are found to meet the qualifications for the position, then the most senior employee shall be offered the position.

3. If the Employer/University Administration decides to reduce a position's responsibilities and duties, that restructured position may be included among the positions within the MBU offered to the bargaining unit member. This provision will be utilized only in rare instances and after prior notification to the Union.

C. The bargaining unit member offered two (2) positions within the MBU must exercise voluntary reassignment to one of the positions offered. If the bargaining unit member fails to exercise his or her option of voluntary reassignment, he or she shall be laid off in accordance with the notice already received. Each bargaining unit member shall be allowed up to three (3) working days to decide on whether or not to exercise his or her option. These days shall be counted from the first day that the bargaining unit member is advised what positions are available to him or her.

A bargaining unit member who is not offered two (2) positions within the MBU or who rejects a position offered within the MBU has two (2) working days from the date on which he or she is given the list of positions within the executive area to request job descriptions/position descriptions and three (3) working days from the date on which the descriptions are provided to identify a position for which the bargaining unit member believes he or she is qualified.

D. A bargaining unit member who exercises his or her option to voluntarily reassign to a position that is not equal to the position he or she is being laid off from shall receive the salary of the offered position commensurate with its duties and responsibilities, working title, and appointment basis. If the new position is the same percentage of appointment and the same grade level as the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, b) a decrease of more than 10% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 90% of the targeted unit member's salary immediately prior to the bump.

If the new position is the same percentage of appointment but a lower grade level from the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, or b) a decrease of more than 20% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 80% of the targeted unit member's salary immediately prior to the bump.

If the percentage of appointment is different in the new position the maximum percentage stated above may be exceeded to correspond with the new percentage.

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

E. The occupant of a position to which the bargaining unit member has exercised reassignment shall receive at least thirty (30) calendar days' notice of layoff. The bargaining unit member reassigning into the position shall not occupy the position until its occupant has been laid off, except that the bargaining unit member reassigning into the position shall not be off the payroll for more than ten (10) working days after his or her original termination date.

F. Voluntary Reassignment Outside the Executive Area

If a bargaining unit member targeted for layoff occupies a position that is the sole, unique position in the executive area and there exists, in another executive area, a substantially equivalent bargaining unit position or vacancy certified for filling, in job title and function whose occupant has less than eight (8) years' seniority and less seniority than the bargaining unit member targeted for layoff, that bargaining unit member may request that his or her Vice Chancellor first certify that his or her position is the sole, unique position in the executive area and then ask the Vice Chancellor in the other executive area to evaluate the bargaining unit member's qualifications for the substantially equivalent position. After receiving a recommendation from the department head or supervisor to whose unit the substantially equivalent position belongs, the Vice Chancellor of the other executive area shall make a decision whether or not the targeted bargaining unit member is qualified for the position. If the Vice Chancellor decides that the bargaining unit member is qualified, the Vice Chancellor shall offer him or her the position, and the occupant of the position shall be laid off, as provided for in Section 13.6.E. The provisions of Section 13.6.E on occupying the new position shall also apply. The decision of the Vice Chancellor is final and is not subject to the hearing procedure or appeal procedure of this Article.

Section 13.7 Severance

This Agreement does not prohibit the Union and the University, with the affected employee's consent, from agreeing to a severance payment for an employee facing

layoff. If such a severance payment is agreed to, the employee receiving such payment shall have no bumping rights.

Section 13.8 Recall Rights

A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows. Recall rights do not apply if an individual has exercised voluntary reassignment except as provided in 13.7, C below.

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

- their former position, if re-established, or if it becomes vacant and available;

- to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position;

- to a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.

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

D. Upon written request to the Employment/Recruitment Office, the laid-off bargaining unit member shall be sent for one year announcements of vacant professional staff positions to be filled at the Campus. This period may be extended for an additional year upon written request from the bargaining unit member, submitted one month before the end of the initial one year period, and for a third year upon submission of a similar request submitted one month before

the end of the second year. For Cooperative Extension bargaining unit members, upon written request to the Dean of the College of Food and Natural Resources announcements shall include announcements of Cooperative Extension openings received by the Dean.

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

F. A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and eligibility for benefits that the bargaining unit member enjoyed as of the date of his or her termination to the extent allowable by law.

Section 13.9 Out-Placement Services

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

Section 13.10 Appeal Procedure

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

Appeal Procedure

1. Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.

2. The Tripartite Appeals Panel shall be comprised of: one member appointed by the Union; one member appointed by the Employer/University Administration; and one independent hearing officer/arbitrator.

3. A hearing will be held on the appeal forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer/University Administration may attend to present the Employer/University Administration's position.

4. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.

5. The Tripartite Appeals Panel's ruling on the appeal shall be final and binding.

6. The provisions of Section 13.3, A are not subject to the Appeals Procedure. The provisions of Section 13.6, B.1 and 13.6, B.2 are not subject to the Appeals Procedure, except that if the Employer/University Administration determines that the bargaining unit member is not qualified to fill the position in the executive area identified by the bargaining unit member in Section 13.6, B.2, that determination shall be appealable. The Tripartite Panel may not substitute its judgment for that of the Employer/University Administration; the Tripartite Panel shall decide only whether the Employer/University Administration was arbitrary or capricious

in making its determination that the unit member was not qualified under Section 13.6.B.2.

ARTICLE 14
PROMOTIONS AND FILLING OF VACANCIES

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

Section 14.1 Promotions

A promotion results from a bona fide change in duties and responsibilities which constitutes an advancement to a job with greater duties and responsibilities. A promotion may also result from a demonstrated change in the complexity of duties and responsibilities sufficient to elevate the position from one position level to a higher one as designated under the Professional Staff Salary Administration Program. The position number, the official title, and the working title may or may not remain the same.

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

a) this is the result of the classified position evolving to become professional in nature;

b) the classified position will not be refilled;

c) there would be no new professional position unless the promotion takes place.

The Employer/University Administration shall have the right to promote a bargaining unit member to a higher-graded position within his or her MBU (major budgetary unit) without following the posting procedures specified in this Article. The Amherst campus shall have the right to promote a bargaining unit member within an Executive Area into a position with a Grade Level of 26 or below without following the posting procedures.

Section 14.2 Temporary Filling of Bargaining Unit Vacancies

If the Employer/University Administration decides to fill a bargaining unit vacancy on a temporary basis, the Employer/University Administration shall post the position campus-wide for not less than seven (7) working days.

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

A bargaining unit position shall not be filled on a temporary basis for more than twelve (12) months. During this twelve (12) month period, the Employer/University Administration shall decide whether or not to continue the position and shall, if the decision is to continue it, post the position in accordance with the provisions of Section 14.4 and complete the search to fill it. The search should normally begin within 6 months from the date of the temporary appointment. For individuals on grant or contract funding the search for a permanent employee should begin within 10 months or when there is a reasonable expectation of funding, whichever is later.

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

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

Section 14.3 Notice of Vacancy

The notice for a vacancy shall contain: the job title; the salary range if below the present level 31 (Amherst) or 34 (Boston); a description of the position; the bona fide occupational requirements; the shift (where appropriate); the location; the closing date for applications; and, if the position is grant-funded or contract-funded, the termination date of the position, if known. A copy of the notice shall be provided to the Union.

Section 14.4 Filling Bargaining Unit Vacancies

When the Employer/University Administration decides to fill a vacant bargaining unit position, the Employer/University Administration shall post the vacancy campus-wide for not less than seven (7) working days.

The Employer/University Administration may advertise the position externally (off campus) simultaneously with the internal posting, but applications from external applicants for the position shall be held by the Human Resources Office.

For any bargaining unit vacancy at or below Grade Level 25 at Amherst or Grade Level 28 at Boston, the appointing authority shall determine whether a Search Committee shall be established to assist in the filling of such vacancy. This process shall be evaluated by the parties during negotiations for a successor Agreement.

Upon completion of the internal posting period specified above, the department head or chair of the search committee shall evaluate the pool of internal candidates to determine whether its composition is sufficient for the search to proceed. An internal pool shall be considered sufficient if it: 1) contains at least the number of applicants who meet the posted qualifications as the number of finalists requested by the department/unit head, normally three and never more than five; and 2) meets Affirmative Action guidelines as determined by the Affirmative Action office. If the pool is not sufficient, the department head or chair of the search committee may add external applicants to the pool. If the augmented pool meets Affirmative Action guidelines, the search committee shall begin its review.

In the event of multiple vacancies for the same position within the same department, the pool shall be evaluated for sufficiency before the first vacancy is filled, and then immediately prior to filling each of the multiple vacancies until the internal pool is found to be not sufficient. At this time the search committee may add the external applicants to the internal pool.

The search committee shall normally be composed of from three to seven people, and shall have at least one (1) bargaining unit member. The union shall be notified within ten days of the appointment of a bargaining unit member to the committee of the name of the member. This requirement shall be non grievable and failure to comply shall not be grounds to disqualify the search. Every effort shall be made to include diverse representation on the search committee and, where practical, user departments. The department/unit head will not be on the search committee, except in unusual circumstances. The goal of the search committee shall be to identify and recommend the best qualified candidate(s) to the department/unit head. If the department/unit head is not satisfied with the finalists recommended by the search committee, the department/unit head may require that additional qualified candidates, if any, be recommended or that the search be re-opened. The department/unit head shall notify the union of this requirement.

If two finalists, one a bargaining unit member and one a non-unit applicant, are equally qualified in the judgment of the department/unit head, the department/unit head shall offer the position to the bargaining unit member.

If two or more finalists are bargaining unit members and are, in the judgment of the department/unit head, equally qualified, the department/unit head shall offer the position to the senior bargaining unit member.

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

The department/unit head shall notify bargaining unit members who are finalists that they have not been offered the position within ten (10) days of the date on which the candidate offered the position has accepted. Such notice shall be in writing.

The judgment of the appointing authority and/or his or her designee (including the Search Committee) in recommending and/or selecting a candidate for a position shall not be grievable, except where a bargaining unit member who was a finalist can demonstrate through the Grievance and Arbitration Procedure that the appointing authority (or designee) was arbitrary or capricious in selecting a candidate to fill the

position who did not satisfy the posted qualifications for the position. In that case, the search shall be reopened.

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

Section 14.5 CC/03 Employees

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

a) To temporarily replace a bargaining unit member who is on approved leave of absence;

b) To temporarily fill a bargaining unit position while a search is underway or about to begin;

c) To fill a position which is known to be of limited duration of less than twelve (12) months;

d) To deal with an emergency situation.

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

Section 14.6 Term Employees

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

Section 14.7 Transfers and Reassignments

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

I. Definitions:

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

a. Permanent change from one MBU to another MBU without any change in grade level and with similar duties and qualifications, or

b. A substantial permanent change in duties within the same MBU as long as required qualifications are not substantially different from those of the position being transferred into.

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

II. Reassignments by the Employee

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

III. Transfers by the Employer

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

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

1. If there is a need to reduce the number of positions in an area, volunteers for a transfer to another position shall be sought before the employer transfers anyone. If a qualified unit member volunteers, he/she shall be transferred. If more than one qualified person volunteers, the most senior person shall be transferred.
2. If there is a need to fill a particular position, volunteers for a transfer to that position shall be sought before the employer transfers anyone. If a qualified unit member volunteers, he/she shall be transferred. If more than one qualified person volunteers, the most senior person shall be transferred.
3. The Employer will provide at least 45 days' notice to the employee and to the Union before a transfer is made.
4. Before a transfer is made, the Union shall be notified of the Employer's intent and reasons and shall be given the opportunity for a consultation period of no less than 10 working days on such action on written request.
5. If such a transfer would result in a change in the hours of work of an employee, the projected new schedule will be discussed with the employee prior to being implemented to give the employee the opportunity to provide input on the impact of the transfer on his/her family or other non-employment obligations. The employer shall seek within operational limits to address such concerns.

6. No employee can be transferred to a position more than 20 miles away from his/her current assignment, except by mutual agreement.
7. An employee who is targeted for a transfer by the employer shall have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
8. An employee who has been transferred by the Employer shall, for a period of six (6) months following the transfer, have the right to be laid off consistent with the provisions of Article 13, Sections 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.
9. No employee who is transferred shall have his or her salary decreased. If there is a change in grade level, the employee shall in no way be disadvantaged (e.g., in relation to the maximum of the salary range for the grade). All other provisions of the Salary Administration Program shall apply.
10. Once the Employer has identified a position to be transferred from (Position A), and a position to be transferred to (Position B), the least senior of those employees in Position A who is qualified to perform the duties of Position B shall be transferred.
11. If an employee is transferred, a sufficient training/orientation program shall be provided to the employee.
12. For any transfers occurring under the third circumstance above, conditions 1, 2, and 10 will not apply.

IV. Reassignments by the Employer

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

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

given the opportunity for a consultation period of no less than 10 working days on such action on written request.

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

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

ARTICLE 15
ANNUAL EVALUATION OF BARGAINING UNIT MEMBERS

Section 15.1

An annual evaluation of each bargaining unit member shall take place on or near his/her anniversary date by his/her appropriate immediate supervisor. Evaluations shall be done according to the Performance Management Program (PMP) negotiated

between the Union and the University. A Level 3 rating in the PMP is the equivalent of "satisfactory" where that term is used in this Agreement.

Section 15.2

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

Section 15.3

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

Section 15.4

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

Section 15.5

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

Section 15.6

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

Section 15.7

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

Section 15.8

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

ARTICLE 16
HEALTH AND SAFETY

Section 16.1

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

Section 16.2

There shall be established a committee to be known as the Health and Safety Committee. This committee shall be comprised of six (6) individuals, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the University and the Union, and the committee shall meet every six (6) months, or more frequently by mutual agreement. The purpose of this committee shall be to discuss matters of health and safety that are of concern to the Employer/University Administration and/or the Union. Among the matters the committee may discuss are health and safety concerns involving VDT's, asbestos, air quality, unsafe machinery and equipment, proper ventilation, explosive environments, exposure to high voltage power sources, dangerous levels of radiation, harmful laser beams, infectious agents that may be contained in human body fluids, dangerous persons, and corrosive, caustic, noxious, explosive, flammable, or carcinogenic materials.

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

Section 16.3

If an employee believes that they are working in an unusually hot or cold location, the employee may request that the supervisor or the department head investigate the

matter. If the condition cannot be corrected within a reasonable period, the supervisor/department head shall reassign bargaining unit members to another area until the condition is corrected. If no suitable alternative space is available, and the condition cannot be corrected within a reasonable period of time as determined by the supervisor/department head after consultation with the designee of the Vice Chancellor of Administration & Finance, employees will be released from work without loss of pay or benefits until the condition is corrected or suitable work space is made available.

Section 16.4

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

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

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

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

Section 16.5 Notification

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

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

Section 16.6 Blood Borne Pathogens

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

ARTICLE 17
GRANT AND CONTRACT FUNDED BARGAINING UNIT MEMBERS

Section 17.1

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

Section 17.2

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

ARTICLE 18
WORK SCHEDULES

Section 18.1 Compensatory Time

A. Given the wide range of services the University provides, the parties recognize that work schedules for bargaining unit members vary widely within the standard payroll period, and certain individual bargaining unit members have schedules, consistent with the needs and goals of their department or program, that require them to provide services as part of their duties at night or on weekends. In addition, the parties recognize that bargaining unit members, as professionals, on occasion have to devote additional time to the completion of their work.

B. If the supervisor requires the bargaining unit member, in writing, to work for a specific period of time in circumstances other than those described in Section 18.1.A, the supervisor shall also specify in writing that the bargaining unit member shall receive compensatory time, to be taken at a mutually agreed-upon time.

C. Use of compensatory time shall be scheduled by mutual agreement between the bargaining unit member and the supervisor. Any compensatory time over 40 hours accrued after October 1, 1992 shall be used within 180 days of accrual, unless this is waived by mutual agreement between the bargaining unit member and his or her supervisor. A reasonable effort shall be made that any compensatory time over 40 hours that has been accrued prior to October 1, 1992 shall be used within 180 days of accrual, unless this is waived by mutual agreement between the bargaining unit member and his/her supervisor.

Section 18.2 On-Call/Call Back

A. Some University departments maintain formal on-call systems in order to cover off- hour shifts or to assure appropriate response to incidents and emergencies which occur at night or on weekends. Professional staff are assigned specific periods of duty, must be available during assigned duty, and must respond when called. For these situations, on-call and call-back shall be considered a single entity. A salary adjustment shall be made to acknowledge the additional

expectation of serving regularly as part of a formal on-call/call-back system. Compensatory time for call-back shall be approved by the supervisor only in those instances when the employee must respond to a situation that requires work for a prolonged period of time (i.e., several hours during a night). The supervisor's discretion prevails in these cases.

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

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

Section 18.3 Flexible Schedules

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

Section 18.4 Telecommuting

The University will make every effort during the term of this contract to develop a telecommuting policy. In doing so, it will seek input from the Union.

ARTICLE 19
UNPAID LEAVES

Section 19.1 Family and Medical Leave

A. Employees are entitled to up to 12 weeks unpaid leave during any calendar year. Leave may be taken in blocks of time, or by reducing the normal weekly or daily work schedule so long as the leave does not exceed a total of 12 weeks during the calendar year.

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

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

1. the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;

2. the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;

3. the care of, or to make arrangements for the care of, an employee's spouse, employee's parent, employee's grandchild, employee's grandparent, employee's domestic partner, relative living in the same household, or employee's child, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member, who has a serious health problem;

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

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

an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical care facility; or

any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor of medicine or osteopathy, dentist, clinical psychologist, podiatrist, clinical social worker, optometrist, chiropractor, nurse practitioner, nurse-midwife, or Christian Science practitioner); or

continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or

prenatal care.

E. During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten days of paid family leave granted under this section may be used on an intermittent basis over the twelve (12) months following the birth, adoption, or placement, except that this leave may not be charged in increments of less than one (1) day. Where an eligible employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this section.
Subsequently, and for all other leaves under this section, if an employee has accrued personal time, sick leave, or vacation credits which he/she is eligible to use at the commencement of the leave, he/she may use such leave credits.

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

F. Not later than two (2) weeks prior to the expiration of a leave for the birth or adoption of a child, a bargaining unit member may request to return to work at reduced time. If approved by the supervisor, said bargaining unit member will

accrue benefits in the same proportion that such part-time service bears to full-time service.

G. The University will maintain group health insurance during such leave on the same terms as if the employee had continued to work. The University will make Health & Welfare contributions during any period of paid leave and for an employee on unpaid leave for a period not to exceed 12 weeks. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

In the event an employee does not return from such a leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the employee, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

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

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

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

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

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

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

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

Section 19.2 Family/Care Leave

A. Upon written application to the supervisor, including a statement of any reasons, a bargaining unit member who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted family/care leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The supervisor may in his/her discretion assign a bargaining unit member to replace a bargaining unit member who is on family/care leave. Such assignment may not be subject to the Grievance and Arbitration Procedure, in Article 7.

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

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

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

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

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

Section 19.3 Military Leave

A. A bargaining unit member who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of

the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

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

Section 19.4 Professional Leave

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

Such leave shall be without pay or benefits.

Section 19.5 Personal Leave

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

Such leave shall be without pay or benefits.

Section 19.6 General Provisions for Unpaid Leaves

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

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

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

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

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

ARTICLE 20
PAID LEAVES

Section 20.1 Sick Leave

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

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

C. Sick Leave shall be granted to a bargaining unit member under the following conditions:

1. when a bargaining unit member cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

2. when the spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, or a relative living in the immediate household of a bargaining unit member, is seriously ill, the bargaining unit member may utilize sick leave credits for this purpose. The University may, at its discretion, require a physician's statement attesting to the necessity for the employee's absence from the workplace to care for the family member.

3. when through exposure to contagious disease, the presence of the bargaining unit member at his/her work location would jeopardize the health of others; and

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

5. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
6. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. This ten (10) day limit may be waived if needed for difficult placements.

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

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

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

F. The supervisor may require that a bargaining unit member be examined by a physician of the bargaining unit member's choosing and at the bargaining unit member'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 bargaining unit member's fitness to return to his/her regularly assigned duties.

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

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 bargaining unit member having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the bargaining unit member, on personal leave; if no personal leave credits are available, then on vacation leave. If no sick leave credits or other accumulated leave credits, except for 10 days of vacation leave are available, the bargaining unit member may apply to his/her campus sick leave bank (see Section 20.2). If denied time by the sick leave bank, he/she shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.

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

1. illness of said bargaining unit member;

2. dismissal through no fault or delinquency attributable solely to said bargaining unit member; or

3. injury while in the employment of the Employer in the line of duty, and for which said bargaining unit member would be entitled to receive Workers' Compensation benefits.

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

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

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

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

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

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

O. A bargaining unit member who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary, without such absence being charged

against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 20.2 Sick Leave Bank

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

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

1. Sick and vacation time that would otherwise be accrued by employees during any time period during which they are being paid through the bank will instead accrue to the bank.
2. At any time that the total number of days in the bank falls below 500 on the Boston campus or 1,000 on the Amherst campus, each full-time employee shall donate eight (8) hours of sick leave to the bank. A regular part-time employee shall donate sick leave in the same proportion that her/his part-time service bears to full-time service.

C. Before drawing days from the Sick Leave Bank, an employee must use up all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once an employee has used up leave in accordance with this section, he/she shall immediately be eligible to draw days from the Sick Leave Bank.

D.The Sick Leave Bank Policy and Guidelines adopted by the Amherst sick bank in February, 2000 shall apply to both the Amherst and Boston sick leave banks, except that

1. The initial award of time for a member seeking time for his/her own illness or injury shall be no greater than 12 weeks, and

2. Each extension of time granted an employee beyond the initial award may be no greater than 12 weeks.

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

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

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

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

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

F. All other rules and regulations of the Bank shall be determined by the Board.

Section 20.3 Paid Personal Leave Days

On the first payroll day of the payroll month of July, full-time bargaining unit members will be credited annually with six (6) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the bargaining unit member and approved by the supervisor. Any paid personal leave not

taken by the last payroll day of the payroll month of June will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per fiscal year. Personal leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave. Full-time bargaining unit members hired into the bargaining unit on or after the first payroll day of the payroll month of July will be credited with personal leave days in accordance with the following schedule:

Date of Hire into Unit	Personal Leave Days Credited
Beginning of Fiscal Year to August 31	5
September 1 to October 31	4
November 1 to December 31	3
January 1 to February 29	2
March 1 to April 30	1
May 1 to end of fiscal year	None

Section 20.4 Bereavement Leave

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

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

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

Section 20.5 Voting Leave

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

Section 20.6 Civic Duty Leave

A. Bargaining unit members summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the supervisor by the bargaining unit member.

B. A bargaining unit member who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:

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

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

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

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

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to a bargaining unit

member for court services performed during a vacation period may be retained by the bargaining unit member. The bargaining unit member shall retain expenses paid for travel, meals, rooms, etc.

F. A bargaining unit member on court leave who has been excused by the proper court authority shall report to his/her department/program if such interruption in court services will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

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

Section 20.7 Blood Donation Leave

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

Section 20.8 Professional Meeting and Conference Leave

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

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

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

Section 20.9 Military Leave

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

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

Section 20.10 Allowed Time

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

Section 20.11 Voluntary Services Leave

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

ARTICLE 21
HOLIDAYS

Section 21.1

The following days shall be holidays for bargaining unit members:

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

*(Suffolk County Only)

Section 21.2

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

Section 21.3

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

Section 21.4

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

Section 21.5

A bargaining unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the supervisor at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the bargaining unit member such notice shall be made as early as possible on the day of absence.

Section 21.6

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

Section 21.7

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

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

ARTICLE 22
VACATION

Section 22.1

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 bargaining unit members at the end of each payroll month of employment, as follows: Thirteen (13) hours and twenty (20) minutes of vacation leave per month (total of twenty days per year).

Section 22.2

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

Section 22.3

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

Section 22.4

When a full-time bargaining unit member is on leave without pay for more than two and one half (2 1/2) days during a month, the following formula will be used to calculate the vacation accrual for that month:

$$\frac{\text{\# of days leave without pay}}{\text{\# of workdays in the month}} \times 1.6666 \text{ days of vacation accrual} =$$

the amount of vacation to be deducted
from the monthly accrual

Section 22.5

A regular part-time bargaining unit member 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 bargaining unit member as described in Section 22.4, shall have his/her vacation leave prorated in the same manner for such month.

Section 22.6

A bargaining unit member who is reinstated or re-employed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for longevity leave days under Section 22.15.

Section 22.7

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

No bargaining unit member shall carry more than sixty-four (64) days of vacation leave credit.

A bargaining unit member who has available unused vacation leave, and who because of the provisions of this section 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 22.8

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

Section 22.9

A bargaining unit member who is eligible for vacation under this Agreement and whose service with the University terminates for any reason shall be paid an amount equal to his/her unused balance of vacation days up to a maximum of forty (40) days, provided that the bargaining unit member has this amount of vacation to his/her credit at the time of termination, and provided that no monetary or other allowance has already been made therefore.

Upon the death of a bargaining unit member, the Employer/University Administration 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 Bargaining unit members' Retirement System;

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

Section 22.10

When a bargaining unit member's service with the University terminates, he/she shall be compensated for one year's accumulation of longevity leave (see Section 22.15), provided that the bargaining unit member has this additional amount to his/her credit at the time of termination.

Section 22.11

A bargaining unit member 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 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 22.12

A bargaining unit member who is reinstated after military leave, as referred to in Section 11, 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 bargaining unit member in any full payroll month of employment after he/she returns from military service.

Section 22.13

Vacation leave shall accrue to a bargaining unit member while on leave with pay status or on industrial accident leave, excluding bargaining unit members on extended sick leave in accordance with Article 20.

Section 22.14

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 22.15

Additional day(s) of vacation to be awarded to an employee upon the completion of 5, 10, and 20 years of service will be credited in total on the last Saturday of the last payroll week of June of each year. After the following years of University service, a bargaining unit member shall be credited with longevity leave days according to the following schedule:

Sixty (60) months, but less than one hundred twenty (120) months (5 - less than 10 years).	One (1) additional day per year (total of 21 days per year).
One hundred twenty (120) months, but less than two hundred forty (240) months (10 - less than 20 years).	Two (2) additional days per year (total of 22 days per year).

Two hundred forty (240) months or more (20 or more years).	Three (3) additional days per year (total of 23 days per year).

When a bargaining unit member terminates, deceases, or retires he/she shall be compensated for one year's accumulation of longevity leave, provided that the bargaining unit member has this additional amount to his/her credit at the time of termination.

ARTICLE 23
TUITION REMISSION AND TUITION WAIVER POLICY

The following Board of Higher Education Policy on Tuition Remission and University Policy on Tuition Waiver shall be applicable to bargaining unit members:

Section 23.1 Tuition Remission

A. Full-time Employees

1. Eligibility

a. All full-time employees of a public college or university 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 child or spouse 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 with tuition remission. The term "program" as used in this Section d and the above Section c shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.

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

2. Applicability

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

a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College or University, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.

b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.

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

3. Limitations

a. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.), books, and supplies.

b. Employees (or their spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.

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

d. Tuition remission benefits are non-transferable.

4. Certification Process

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

a. Apply for, and be admitted to, the desired course/program.

b. Complete a "Certificate of Eligibility for System-wide Tuition Remission" (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/her spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

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

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 23.2 University Tuition Waiver

Employees, Spouses, Domestic Partners and Dependent Children

1. Eligibility

a. All professional and classified employees of the University are eligible for tuition waivers. Professional and classified employees of the University shall be defined as those individuals who are state or trust-funded employees receiving University benefits and salary through the regular University of Massachusetts payroll.

b. Employees on sabbatical leave, professional staff leave or leave of absence without pay are employees and should be considered eligible. Employees on disability or sick leave are employees and should be considered eligible. Any individual who has ceased employment and is on insurance-covered disability should not be considered eligible. Retirees are not eligible.

c. A spouse, domestic partner, and/or dependent children of full-time employees shall be eligible for tuition waivers, except that no employee's dependent child beyond the age of twenty-five (25) shall be eligible for tuition

remission benefits; provided, however, that the President of the University may, in exceptional circumstances and for good reason, waive this age requirement for individual students who, although beyond the age of twenty-five (25), nonetheless meet the tests of dependency established by the Internal Revenue Service. Further, tuition remission benefits shall be of no application to any student enrolled at the University of Massachusetts Medical School in courses leading to the M.D. degree. A full-time employee shall be considered any individual who is a forty-three week contract employee.

An employee's length of service should not affect the eligibility of his or her spouse, domestic partner or dependent children, with the following exceptions:

d. If an employee leaves the employment of the University while a spouse, domestic partner or child is enrolled in a program of study, the spouse, domestic partner or child may complete the semester course already begun. At the end of the semester his/her eligibility ceases.

e. If an employee who has completed at least five years of full-time service (or equivalent, as determined by the campus), dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child not currently enrolled in a program of study or degree program at the University shall be eligible for one such program of study or degree program. This five-year length of service requirement does not apply to full-time faculty members or librarians except for those in the rank of lecturer or instructor.

f. In the case of a spouse, domestic partner or dependent child of an employee of the University who retires, such spouse, domestic partner or dependent child who has begun a program of study prior to the official retirement date may complete his or her program providing the program of study is continuous.

The benefits herein apply only to employees who are specified and are non-transferable.

2. Coverage

   a. The tuition waivers herein apply to all existing undergraduate and graduate programs at the University, with the exception of Continuing Education Programs.

   b. Tuition waivers do not cover such fees as lab and application fees. The waiver of related fees is at the discretion of the campus according to existing campus guidelines for all students.

3. Effective Date

   a. This policy shall take effect at the beginning of the spring semester, 1983.

4. Application and Administration

   a. Admission shall be governed by campus admission policies; spouses, domestic partners and dependent children shall meet all admission criteria to enroll and shall meet campus program standards and requirements to continue.

   b. The request for tuition waiver must be approved by an employee's Department Head or Supervisor and the appropriate Admission's Office (employees with a Baccalaureate degree must register through the Graduate School). An application for admission must be processed through the appropriate admissions office prior to registration.

   c. Waivers shall be granted on a semester-to-semester basis. Waivers shall be granted in the case of a spouse, domestic partner or dependent child only after the spouse, domestic partner or dependent child has met admission criteria, been admitted, and been billed for the courses for which he or she has enrolled.

5. Specific Benefits and Procedures

a. Full-time employees who enroll in one or more courses may be granted complete tuition waivers for each course. For employees employed on at least half-time basis but less than full-time, no more than seven tuition-free credits may be approved for any one semester or summer. Employees employed less than one-half time are not eligible for tuition waivers.

b. An employee may take one course per semester (not to exceed four credits) during his or her normal working hours. It is required that the employee arrange to make up an equal amount of work time except in the case where there is a direct and immediate relationship between the courses and the employee's work. In such case, a request may be made for the "release" rather than "make-up" time. This request must be approved by the employee's supervisor and the campus Personnel Office.

6. Implementation of Tuition Waiver Policy

The Chancellor of each campus, who will retain the authority for implementing this policy and for the ongoing collection of adequate data concerning distribution of tuition waivers, may delegate this authority to the Vice Chancellor for Academic Affairs. In addition, the Office of the President shall assume lead responsibility for establishing a timetable for policy implementation.

ARTICLE 24
HEALTH AND WELFARE

Section 24.1 Group Health Insurance

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

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

Section 24.2 Health and Welfare Plan

A. Funding

For the period July 1, 2001 through June 30, 2002, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of nine dollars ($9.00) per calendar week to a Health and Welfare Trust Fund.

For the period July 1, 2002 through June 30, 2003, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of ten dollars ($10.00) per calendar week to a Health and Welfare Trust Fund.

For the period July 1, 2003 through June 30, 2004, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of eleven dollars ($11.00) per calendar week to a Health and Welfare Trust Fund.

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

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

The contributions made by the Employer to the 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 administration expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

B. Non-Grievability

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

C. Employer's Liability

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

ARTICLE 25
RETIREMENT

Section 25.1

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

Section 25.2 Post-Retirement Employment

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

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

ARTICLE 26
PAYROLL SYSTEMS

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

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

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

ARTICLE 27
SALARY ADMINISTRATION/CLASSIFICATION PROGRAM

Section 27.1

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

Section 27.2

In no event will any employee's 52 week salary be below the minimum of their position level. In those instances where living quarters are provided to the employee, the value of such housing, as determined by the University, shall be included in the base salary of the employee for purposes of determining their minimum salary.

Section 27.3

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

A. The Employer shall have the exclusive right to set ranges provided that the minima and maxima are not lowered. If the Employer sets a range it shall notify the Union prior to implementation.

B. The Employer shall by this Agreement have the exclusive right to administer the Salary Administration Plan, provided such administration is within the provisions of this Agreement and the Salary Administration Program Brochure.

C. Notwithstanding the Salary Administration Program referenced in this Agreement, when the University determines the salary range of a particular position or class of positions is insufficient to permit recruitment or retention of employees in those positions, Human Resources may associate the positions to salary ranges of a

higher grade level. Such association shall occur when Human Resources determines the rate range that would normally be assigned is not competitive in the appropriate labor market. In such event the incumbent positions shall be paid at a rate no lower than the minimum of the associated range. Human Resources shall notify the Union of such association.

D. The Appeals Board provided for in III.D and IV.I.4 Appeals Procedure of the Professional Staff Salary Administration Brochure shall be amended to provide that a neutral voting chairperson shall be chosen by the parties and shall be present to consider all appeals that come before the Board. The costs of such neutral shall be equally shared by the parties. Only the Union may initiate appeals to the Board by sending written notice of an Appeal to the Manager of Total Compensation at Amherst or the Director of Personnel at Boston. Such notice shall specify the employee appealing and the grounds on which they appeal. The Neutral Chairperson shall have demonstrated expertise in compensation (ACA certification preferred) and appropriate experience in dispute resolution.

ARTICLE 28
CONTRACTING OUT BARGAINING UNIT WORK

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

ARTICLE 29
EMPLOYEE EXPENSES

Section 29.1 Mileage

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

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

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

Section 29.2 Meals

For each full day that a unit member is on travel status, he/she shall receive a meal allowance of twenty five dollars ($25.00) per day. When a unit member is on travel status for more than 12 hours but less than 24 hours, he/she shall receive a meal allowance of twelve dollars and fifty cents ($12.50). All reimbursement for meals shall be in accordance with the University Travel Policy, T92-031, as amended from time to time.

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

Meals Maximum	Applicable Allowance	
Breakfast	$3.00	3:01 a.m. to 9:00 a.m.
Lunch	$4.75	9:01 a.m. to 3:00 p.m.
Dinner	$7.50	3:01 p.m. to 9:00 p.m.
Midnight Snack	$3.00	9:01 p.m. to 3:00 a.m.

ARTICLE 30
LABOR/MANAGEMENT COMMITTEE

Section 30.1 University Level

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

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

Section 30.2 Campus Level

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

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

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

Section 30.3

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

Section 30.4

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

ARTICLE 31
SALARIES

Section 31.1 Salary Increases

A. Effective July 1, 2001, there shall be established an "Equity Pool" on each campus equivalent to 0.8% of aggregate bargaining unit salaries as of June 30, 2001. This pool shall be distributed in its entirety to bargaining unit members in accordance with agreements reached on each campus.

B. Effective July 1, 2001, each bargaining unit member who is on the payroll as of June 30, 2001 and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 3% as a percentage of such unit member's salary on June 30 unless the salary is affected by 31.1A.

C. Effective July 1, 2001, an amount equal to 1.0% of the unit payroll as of June 30, 2001, as amended by Section 31.1B above, shall be available as a base rate merit pool.

D. Effective July 7, 2002, each bargaining unit member who is on the payroll as of July 6, 2002, and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 3.0% as a percentage of such unit member's salary as of July 6, 2002.

E. Effective July 7, 2002, an amount equal to 2.0% of the unit payroll as of July 6, 2002, as amended by Section 31.1 D above, shall be available as a base rate merit pool.

F. Effective July 6, 2003, each bargaining unit member who is on the payroll as of July 5, 2003 and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 3.0% as an equal dollar

amount determined by dividing an amount equal to 3.0% of the total bargaining unit salaries on each campus on July 5, 2003 by the number of full-time equivalent bargaining unit members on that campus on the payroll as of that date.

G. Effective July 6, 2003 an amount equal to 2% of the unit payroll as of July 5, 2003, as amended by Section 31.1 F above, shall be available as a base rate merit pool.

H. All merit pools shall be calculated by campus.

I. Effective on July 1, 2001, a pool equal to 1.8% of the total state funded bargaining unit payroll will be made available to be distributed over the life of the contract to each Major Budgetary Unit or Executive Area on the basis of the number of FTE unit members within that area. These funds shall be awarded by the head of the MBU/Executive Area based on applications by bargaining unit members to support professional development activities. There shall be a labor management committee on each campus to recommend guidelines and a timetable for distribution of these funds.

J. Notwithstanding any existing practices, effective July 1, 2001, there shall be established a pool equivalent to 0.2% of bargaining unit salaries on each campus as of June 30, 2001, to reimburse eligible unit employees for costs associated with licenses and certifications. The following provisions shall apply:

1. Only unit members who are required by law or by their job description to obtain, hold, or maintain licenses or certifications shall be eligible for reimbursement.
2. Eligible unit members may be reimbursed up to $500 per year.
3. Reimbursement may be obtained for any costs associated with such licenses and certifications, including the costs of required continuing education.
4. If on either campus there are funds unexpended from this pool on January 1, 2004, a labor-management committee shall be convened to decide how to expend any unspent funds

K. Bargaining unit members who were employed as such on the effective date of the salary increases provided under this Article but who retire, die, are laid off, or transfer to another position at the University prior to the payment of such increases , shall be entitled to receive such increases through the date on which their service as a member of the unit terminated. Bargaining unit members whose service terminates for other reasons prior to the payment of the increases provided under this Article shall not be eligible for such increases.

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

Section 31.2 Performance Management Program and Merit Program

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

1. Merit is intended to recognize and reward meritorious performance and not to be awarded for general salary increases which are provided separately for satisfactory performance.

2. Merit awards shall be related to the PMP evaluations. The parties agree that it is desirable to encourage in every manner possible, consistency in the application of performance criteria.

3. For the merit awards effective July 6, 2003, there shall be the following relationships between PMP and the merit awards:

(a) In any department that has not fully implemented the PMP, the pool available for merit awards shall be divided evenly on an FTE basis among all eligible unit employees.

(b) An employee receiving an overall PMP evaluation of 1 or 2 shall not be eligible for a merit award.

(c) An employee receiving an overall PMP evaluation of 3 may receive merit, but not to exceed a "Merit 1" award.

(d) An employee receiving an overall PMP evaluation of 4 will receive either a "Merit 1" or "Merit 2" award.

(e) An employee receiving an overall PMP evaluation of 5 will receive either a "Merit 2" or "Merit 3" award.

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

1. The time period being evaluated for any merit increase will be the 12 months immediately preceding the effective date of the increase.

2. All unit employees with one year of continuous salaried service (either exempt or non-exempt) at the University on the effective date of any merit increase shall be eligible for that increase. Amherst Residence Directors and Child Care Workers on 43 week contracts hired before the start of an academic year shall be eligible for the following year's merit. All other employees must meet the eligibility requirements stated in the guidelines for this merit process.

3. Supervisors are not to recommend dollar amounts of merit awards. The role of the immediate supervisor, with input from the intermediate supervisor if the intermediate supervisor has direct knowledge regarding the performance of the employee and wishes to participate in the merit process, shall be to rate each eligible employee at one of four levels:

   - Not Recommended - Did not perform meritoriously

   - Merit One - The employee consistently fulfilled job requirements, often exceeded some of the stated expectations of job performance, and demonstrated competence in performing his or her job functions and in achieving the goals/work priorities for the evaluation period.

   - Merit Two - The employee routinely performed better than required, exceeded most stated expectations of job performance, and demonstrated consistent proficiency and effectiveness in performing his or her job functions and in achieving the goals/work priorities for the evaluation period.

   - Merit Three - The employee consistently performed far better than required, resulting in direct and exceptional contributions to the mission and progress of the section/department /division. He or she continuously

exceeded all stated expectations of job performance and demonstrated consistent mastery and expertise in performing his or her job functions and in achieving the goals/work priorities for the evaluation period.

4. A copy of this Agreement or summative guidelines will be given to all supervisors to assist them in making recommendations. This Agreement includes the following points:

a. Merit is intended to recognize and reward meritorious performance and not to be awarded for general salary increases which are provided separately for satisfactory performance.

b. All of the following may be considered in making merit awards:

i. Performance of duties established in the official job description;

ii. Contributions beyond the scope of the official job description which are related to and demonstrably benefit the operational unit;

iii. Activities outside of the operational unit which may or may not have a direct bearing on the operational unit but which demonstrably benefit the campus and/or the University.

c. Merit awards are not to be used to compensate for non-performance factors (e.g. current salary, recent promotions, or equity increases).

d. If an employee is absent for any portion of the time being evaluated, s/he shall be evaluated on his/her contribution over the entire evaluation period.

e. Following distribution of this Agreement or summative guidelines, employees shall have one week to provide input concerning their contributions during the evaluation period. The immediate supervisor shall solicit input concerning the employee's contributions and overall rating from the intermediate supervisor and any other supervisors the employee had during the time period being evaluated.

f. Supervisors must consider the current APR or PMP rating in rating employees.

5. Each campus merit pool shall be divided into separate pools. The makeup of the pools shall be determined by the University and provided to the Union for review and comment. However, no pool will be made up of less than 25 unit employees unless prior agreement of the Union is obtained.

6. There shall be a pool administrator for each pool who shall review the distribution of merit awards within the pool. This review can include reviewing supervisors' ratings, gathering justifications, looking for patterns, and insuring supervisors use Annual Performance Reviews and other criteria appropriately.

7. The merit distribution at the campuses shall be done as follows:

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

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

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

8. On the Amherst campus, each Vice Chancellor may hold back up to 10% of his/her pool. These held back funds may be given out only in response to requests from pool administrators.

Funds may be awarded from this holdback pool for any of the following purposes:

1. Augmenting a sub pool for purposes such as addressing lower average salaries within units.
2. Exceptional performance by a unit or department.
3. Exceptional performance by an individual that benefits the department or University as a whole and has not yet been fully considered.
4. Inter rater error that has not been fully considered.

Any unused money from the held back pool shall be returned to the subpools. In this case "X" will be recalculated for the subpools.

9. The maximum allowable award shall not exceed $1,800 for the July, 2001 merit, and shall not exceed $2,800 for the July, 2002 and July, 2003 merit . The Chancellor of each campus may, with notice to the Union, exceed this maximum

and supplement an award from funds which are not a part of the merit pool.

10. Employees will be notified of their rating and award and provided an accompanying justification. Employees whose awards include an allocation from the Vice Chancellor's holdback pool on the Amherst campus shall have that referenced in their justification. Employees who do not receive a merit award will be notified by a standard form letter. A supervisor who is not recommending merit for an eligible unit member should be prepared to meet with the employee to discuss the reasons for the recommendation.

11. Decisions on merit awards are not subject to the grievance or arbitration process outlined in the Collective Bargaining Agreement.

12. When all funds in the merit pool outlined in the Collective Bargaining Agreement are distributed, the University shall have fulfilled its obligation to the Union and its membership. The University is responsible for ensuring that a merit award determination is made for each eligible bargaining unit member.

13. The Union shall receive a list showing all final awards within 30 days of the awards appearing in employee's paychecks.

Section 31.3 Salary Maxima

For employees on the payroll as of July 4, 1998, the following shall occur:

1. On the Boston campus, employees who were originally grandfathered at the inception of the salary administration program (and still meet the requirements established as part of that effort) shall continue to receive all increases as part of their base salary.

2. Further, employees on the Boston campus who are on the payroll as of July 4, 1998 and, prior to any additional salary increase, are within $5,000 of the maximum rate of their designated salary range shall continue to receive increases as part of their base rate unless the salary exceeds the range maximum by more than $10,000, at which point increases shall be given as a lump sum bonus.

3. On the Amherst campus, all unit employees within 7.5% of the range maximum or higher as of July 4, 1998, will be grandfathered and all increases will be to the

employee's base salary unless the salary exceeds the range maximum plus 20%, at which point increases shall be given as a lump sum bonus.

4. All other employees whose salaries are within their designated salary range shall receive all increases as part of a base rate adjustment.

Employees hired on either campus after July 4, 1998 shall be subject to the range maxima, which means only that any merit increases over the maxima shall be given as a lump sum bonus.

Over the life of this Agreement the ranges on both campuses shall be reviewed and modified as necessary.

Section 31.4 Additional Compensation

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

   1. Each member of the bargaining unit is under obligation to render to the University and to his/her department/unit the highest level of service of which he/she is capable. No additional services shall be undertaken, with or without compensation, that interfere with the discharge of assigned duties and responsibilities.

   2. When additional compensation is to be paid by grant or trust monies, such funds must be budgeted and encumbered in advance, and all payments must conform to any regulation governing the grant or trust.

3. When additional compensation is to be paid by state monies, state subsidiary account 03 will be the only acceptable payment source, subject to the regulations established by the state, University, and department/unit.

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

5. Section 31.3 shall apply to all bargaining unit members, regardless of length of contract, source of funding, or classification. All bargaining unit members shall be eligible for additional compensation as outlined in this article, except when specifically excluded or prohibited.

6. All requests for participation in and payment of additional compensation are subject to the prior written approval of the designated campus officer(s) responsible for determining appropriateness and eligibility.

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

1. all authorized programs administered by the Division of Continuing Education,

2. programs that provide new processes for development by Massachusetts industrial and agricultural interests, programs requiring the performance of a service role to and for the citizens by undertaking programs from agencies of the state and federal government, foundations, or other sources for the use and benefit of all,

3. programs or services sponsored by a University unit, which promote personal or professional growth and enrichment and provide benefit to the University, provided such participation conforms to the following stated principles:

   a. Bargaining unit members may not participate in any approved program without prior written approval from their Department Head, Director, Dean, or Vice Chancellor.

   b. Requests for participation in programs under Items B. 2 and B. 3 above must be accompanied by a brief description of the service to be provided, the unit to be served, and its potential benefit to the University prior to any commitment being made.

   c. All such services and participation shall be in addition to and exclusive of the regularly assigned duties and responsibilities normally performed by the bargaining unit member and as reflected in the current job description of record.

   d. Total compensation for all such services may not exceed, in a given calendar year, an amount greater than twelve percent (12%) of the bargaining unit member's then current base annual salary, and may be administered at rates established by existing compensation schedules such as that, for instance, used by the division of Continuing Education, or at rates based on existing compensation for comparable service and required expertise, provided it can be determined that such additional duties do not fall within the scope of duties and responsibilities assigned said bargaining unit member in his/her official job description. Should it be determined that the additional services fall within the scope of duties and responsibilities assigned in the official job description, then no additional compensation will be paid.

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

1. The additional duties would bring him/her as an expert, or in any other capacity, into conflict with Chapter 268A of the Massachusetts General Laws, or the interests of the University or Commonwealth.

2. The additional duties occur in what would be defined and/or perceived by the supervisor as falling within the normally scheduled working hours, unless the bargaining unit member requests and is granted the use of personal time, vacation time, or leave without pay. The use of such vacation time, personal time, or leave without pay may be denied if, in the opinion of the appointing authority, it is impossible or impractical to do so because of work schedules or other emergencies.

Section 31.5

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

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 32.1

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

Section 32.2

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

Section 32.3

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

ARTICLE 33
SUCCESSORSHIP

Section 33.1

In the event that the University of Massachusetts at Boston or Amherst is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Article 1.1 shall remain distinct and this Agreement shall remain in full force and effect.

Section 33.2

In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE 34
SAVINGS CLAUSE

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

ARTICLE 35
EFFECT OF AGREEMENT

Section 35.1

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

Section 35.2

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

ARTICLE 36
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 36.1

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

Section 36.2

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

Section 36.3

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

ARTICLE 37
PROBATIONARY PERIOD

Section 37.1

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

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

a) a temporary appointment of up to six (6) months: the additional probationary period, when added to the temporary appointment, shall total twelve (12) months;

b) a temporary appointment of more than six (6) months, but not more than twelve (12) months: the additional probationary period shall be six (6) months;

c) a temporary appointment of more than twelve (12) months: the probationary period, when added to the temporary appointment, shall not total more than eighteen (18) months.

Section 37.2

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

Section 37.3

The purpose of the probationary period is to provide for the evaluation of an employee. In order to assist a bargaining unit member to complete successfully the probationary period, the immediate supervisor shall advise him/her of any deficiencies and give him/her the opportunity for corrective action, as is done for all bargaining unit members (see Article 15, Section 3). No termination shall occur without this process

being followed, except as provided for under Article 8.2. During the probationary period, a bargaining unit member shall not have recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

Section 37.4

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

ARTICLE 38
SUPERVISION

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

a) The "Supervisory Leadership Transformation" pilot project of Administration and Finance and SEIU 509 at the Amherst campus will be reviewed for use by other divisions on the Amherst campus in defining and promoting high quality supervision in the rest of the bargaining unit. The pilot project will be reviewed and implementation plans effected no later than June 30, 1999. On the Boston campus a joint labor-management committee will work to define the elements of training high quality supervisors.

b) The University will make every effort to provide ongoing training and support for supervisors who interact with members of the bargaining unit.

c) The University and the Union jointly agree that effective supervision is essential for high productivity and employee morale. Effective supervisory skills shall be the goal of every University employee with supervisory responsibilities. The University and the Union jointly agree to pursue a performance management or similar program, which includes ongoing communication and feedback between employees and supervisors as part of the process.

ARTICLE 39
DURATION

Section 39.1

This Agreement shall be in effect through midnight of June 30, 2004, and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

Section 39.2

Should a successor Agreement not be executed by June 30, 2004, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2004.

Section 39.3

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

Signature page

SIDE LETTER
LIABILITY INSURANCE

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

SIDE LETTER
MALPRACTICE INSURANCE

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

SIDE LETTER
GRANT AND CONTRACT FUNDED BARGAINING UNIT MEMBERS

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

SIDE LETTER
HOLIDAYS

The parties hereby agree that the practice currently observed at the Amherst campus with regard to the two (2) Suffolk County holidays, Evacuation Day and Bunker Hill Day, referenced in Article 21.1, shall remain in effect for the life of this Agreement.

SIDE LETTER
TEMPORARY LAYOFFS

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

SIDE LETTER
SENIORITY

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

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

SIDE LETTER
SICK LEAVE

The parties agree that Article 20.1.C. shall be interpreted to mean that Sick Leave is subject to the supervisor's approval, which will not be unreasonably denied.

SIDE LETTER
43 WEEK EMPLOYEES

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

SIDE LETTER
ON-CALL/CALL BACK

1. Summary

Where a formal on-call/call back system is utilized as described in Article 18.2 A., a lump sum amount of money will be added to the annual base salary of all participants in such a formal system which compensates the participants for both on-call and call back responsibilities except in those instances where the employee must respond to a situation that requires work for a prolonged period of time. The supervisor's discretion prevails in these cases.

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

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

LEVEL	TOTAL/UNIT
52	$650
53	$720
54	$810
55	$930

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

2. Basic Information

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

1. Weeknight: 5 p.m. - 8:30 a.m. = 15.5 hours.
   Round to 2 hours CT.

2. Weekend: 5 p.m. Fri. - 8:30 a.m. Mon. = 63.5 hours.
   Round to 8 hours CT.

3. Full week (4 weeknights & weekend) = 125.5 hours. Round to 16 hours CT.

B. Year Cycle

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

C. Weekly Equivalent

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

3. Miscellaneous

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

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

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

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

Side Letter
Domestic Partners

The term "domestic partner" as used in this Agreement, shall mean a person of the same sex as a unit member, who lives with such unit member in a committed relationship that involves personal and economic bonds. The specific process for certifying status as a domestic partner shall be determined by the University.

If any other group of full time or non-unit employees at the University, subsequent to the execution of this Agreement, becomes subject to a University policy or enters into a collective bargaining agreement that alters the definition of a domestic partner, the Employer/University Administration agrees to reopen negotiations on this issue at the request of SEIU, Local 509.

SIDE LETTER
EVENING/NIGHT/WEEKEND PAY IN NURSING SERVICES

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

For Evening responsibility, add $2,000 to annual base salary;

For Night responsibility, add $2,500 to annual base salary;

For Weekend responsibility,

One weekend per month, add $500 to annual base salary;

Two weekends per month, add $1,000 to annual base salary;

Three weekends per month, add $1,500 to annual base salary;

Four weekends per month, add $2,000 to annual base salary.

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

SIDE LETTER
CELLULAR PHONES

The parties mutually agree that the provision of cellular phones to employees required to travel to perform University related business is a desirable policy.

Within sixty (60) days of the execution of this Agreement, each respective Assistant Vice Chancellor for Human Resources will implement a plan to provide cellular phones on a request basis to employees required to travel to conduct University business.

SIDE LETTER
NOTIFICATION

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

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

SIDE LETTER
PROFESSIONAL DEVELOPMENT

The parties agree that the pool referenced in Section 31.1 K. shall be supplemented by funds from the Amherst campus which will bring the total amount of monies available for the Amherst campus up to the level which would have been available if the pool were a blended two campus pool.

The parties further agree that professional license renewals and certifications required to maintain continued employment may be paid from Professional Development funds subject to the requirements of Section 31.1.K.

SIDE LETTER
WELLNESS PROGRAM

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

SIDE LETTER
PROFESSIONAL IMPROVEMENT LEAVE

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

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

A. Such leave shall require prior approval of a specific proposal for professional improvement which outlines the benefits expected for both the University and staff member. This approval must be given by the President for staff in the Office of the President and the Chancellors and the Dean of the Medical School for staff on their respective campuses.

B. The professional non-academic staff member has completed six years of equivalent full-time professional service at the University. [In the case of employees with 43 week appointments, 43 weeks of full-time service shall constitute one year of service.]

C. Leave for professional improvement shall not exceed five and one-half months at full salary or eleven months at half salary, but leave may be for shorter periods at greater frequency as may mutually benefit the individual and the University.

D. The leave for professional improvement will not result in a net salary cost increase to either the University or the department with which the staff member is associated.

E. The University will consider payment of tuition and registration or similar costs attendant with such leave. Payment requires approval by the same official who approves the leave.

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

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

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

SIDE LETTER
UNIT CLARIFICATION

Upon completion of negotiations, one of the first tasks for the Boston campus Labor-Management Committee will be to review the list of non-unit professionals in order to determine which positions ought to be included in the SEIU Local 509 bargaining unit.

MEMORANDUM OF UNDERSTANDING
TUITION EXCHANGE

The University of Massachusetts and SEIU, Local 509, hereby agree to jointly pursue the feasibility of University participation in the "Tuition Exchange" program proposed by SEIU. The parties agree to investigate the program, its potential applicability to bargaining unit members, and the potential implementation of the program at the University of Massachusetts.

MEMORANDUM OF UNDERSTANDING
PARKING

The University agrees to enter into multi-union negotiations, after the execution of this Agreement, on Amherst campus parking rates. If, in these negotiations, no agreement is reached by May 1, 1999, the University can implement its last best offer without the Union filing a grievance or other action before an administrative agency. If the multi-union negotiations do not take place, the parties to this Agreement agree to resume negotiations on this issue.