

Agreement Between
The Board of Trustees
Of The University of Massachusetts
And
The Teamsters Local Union No. 25
International Brotherhood of Teamsters
Lieutenants

July 1, 2023 through June 30, 2024

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Preamble

This agreement entered into by the Board of Trustees of the University of Massachusetts, hereinafter referred to as the University, and Union Local 25, International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the University and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of wages, tours of duty, efficient and effective standards of productivity and performance, hours and other terms and conditions of employment, thereby contributing to an educational institution of highest quality--a public policy mandate which binds the Union and the University.

Article 1: Recognition

The University recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time Lieutenants of the University of Massachusetts Boston Police excluding all managerial, confidential and casual employees as provided in WMAS-13-3265 issued by the Massachusetts Department of Labor Relations December 9, 2013.

The University will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purposes of undermining the Union or changing any condition in this Agreement.

Article 2: Scope of Agreement

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

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the University and the Union.

Any prior agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement.

Article 3: Management Rights

The Union and the University agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the University from the management of its operations, including but not limited to:

1. the determination of the standards of service to be provided and standards of productivity and performance of its employees;
2. the right to determine the size and composition of the work force;

3. to determine educational and work standards;
4. to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant;
5. to determine the quantity and type of equipment to be used in its operation, the speed of such equipment, the manning requirements of such equipment or any job;
6. to determine the content of job classification;
7. to promulgate rules and regulations; to select supervisory and managerial employees; to discipline and discharge employees;
8. to contract out work together with the control and state of products which may be used by employees;
9. to determine the time for work, staffing pattern and work area;
10. to determine the method and place of performing work including the right to determine that the University's work force shall not perform certain work, that employees may be transferred from one administrative area to another;
11. to determine the schedule of work and work breaks;
12. to determine the method of performing work including the introduction of improved methods and facilities;
13. to determine whether work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done;
14. to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, or to abolish any service;
15. to maintain order and efficiency in its facilities and operations;
16. to determine the duties of employees;
17. to discharge employees;
18. to hire, layoff, assign, transfer, retrench;
19. to determine the qualifications of employees;
20. to promote employees;
21. to upgrade, allocate, reallocate, or classify employees;
22. to determine the starting and quitting time;
23. to require overtime;
24. and, all other rights and prerogatives including those exercised unilaterally in the past.

The University agrees that this Agreement and the provisions of this Article herein above are subject to the express terms and conditions of this Agreement and statutory and other applicable law. The parties agree that nothing in this Article is intended to modify or waive any rights or obligations arising under applicable state and federal laws, including the obligation to bargain in good faith with respect to any and all matters that are proper subjects of bargaining under M.G.L. c. 150E, as amended.

Article 4: Union Security - Dues Check-off

Section 1.

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

Section 2.

The University agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization

by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 3.

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

Section 4.

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

Section 5.

The University agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the University of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The University shall transmit to DRIVE Chapter 25, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Article 5: Agency Service Fee

Section 1.

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

Section 2.

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

Section 3.

The Union shall reimburse the University for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such

termination for failure to pay the agency service fee. In such litigation, the University shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the University to pay such agency service fee on behalf of any employee.

If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5.

It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this article and the preceding Dues/Agency Service Fee Check-off article, and the Union hereby agrees it will indemnify and hold the University harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the University.

The parties recognize that the terms and conditions of this article have been impacted by the Supreme Court of the United States decision; Janus v. American Federation of State, County, and Municipal Employees, 138 S. CT. 2448 (2018). The parties further recognize that, pursuant to that decision, the parties may not require as a condition of employment membership in the union or payment of an agency service fee to the exclusive bargaining representative. In the event the "Janus decision" is reversed and/or reviewed by the court the parties may engage in reopener negotiations exclusively on the topic of Agency Service Fee and any impacts from a subsequent decision by the Supreme Court of the United States.

Article 6: Union Business

Section 1. Grievance Processing

Except as hereinafter provided, Union business shall be conducted by Union officers on off-duty hours.

One Union Officer shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations provided such time off does not, as determined by the Chief or designee, adversely affect the safety and well-being of the University or result in the need to replace the designated Union Officer with another employee on overtime. Grievants shall be permitted to have time off without loss of pay for attending grievance steps and/or hearing/arbitrations as provided in the contractual grievance procedure. Grievance steps and hearings shall normally be scheduled outside a unit member's normal work schedule unless otherwise agreed by the parties. Requests for such time off shall be made in advance and shall not be unreasonably denied. No Union Officer shall at any time use his/her

Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee.

The Union will furnish the University with a list of Union officers.

Section 2. Paid Union Leave of Absence

A. Leave of absence without loss of wages, benefits or other privileges may be granted to a single elected delegate of the Union to attend the International Brotherhood of Teamsters annual convention. Such leave will require the prior approval of the Chief of Police/Director of Public Safety or designee (hereinafter "Chief" or "Chief of Police"). Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.

B. Leaves of absence without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions with the University and related Union caucuses that take place during scheduled bargaining sessions or on the same day prior to or subsequent to the above referenced such bargaining sessions. Such leave will require the prior approval of the Chief.

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

Section 3. Attendance at Hearings

A Representative of the Union may be granted leaves of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the University. Such leave will require prior approval of the Chief but will not be unreasonably denied.

Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages). Such leave will require prior approval of the Chief but will not be unreasonably denied.

Section 4. Union Use of Premises

The Union shall be permitted to use the same or similar facilities of the University for the transaction of Union business during working hours which have been used in the past for such purposes, and to have reasonable use of the University's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contracts.

Section 5. Bulletin Boards

The Union may post notices on the bulletin boards located in the male and female locker rooms. All notices shall be on Union stationery, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time, not to exceed 45 days. No material shall be posted which is inflammatory, profane or obscene, or

defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 6. Orientation

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

Article 7: Non-Discrimination and Affirmative Action

Section 1.

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

Section 2.

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

The parties acknowledge that this article is intended to be in compliance with any federal and state obligations the parties may have under any federal and state regulatory authority such as the Office of Federal Contract Compliance Program directives.

Section 3.

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 28 of this Agreement. These procedures are not a waiver of statutory rights.

Article 8: Workweek and Work Schedules

Section 1. Scheduled Hours, Workweek, Workday

- A. The regular hours of work for full-time employees shall be an average of thirty-eight and one half (38½) hours per week, including roll call time, over a six calendar week period. Unit members are currently assigned to a four (4) day on and two (2) day off rotation work week. The University shall have the right to change the four (4) – two (2) rotation system but will provide the unit members a thirty (30) day notice period.
- B. The work schedule, both starting times and quitting times, of employees shall be posted on bulletin board at each work location or otherwise made available to employees and Union stewards.

- C. When the University desires to change the regular work schedule of an employee he shall give the affected employee at least twenty (20) calendar days written notice of such contemplated change, except in cases of emergency involving the health and safety of those persons whose care and/or custody have been entrusted to the University.

Section 2. Overtime

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.
- B. An employee whose regular work is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed, up to forty hours per week, that is in excess of his/her regular workweek.
- C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular workday and except that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized work performed in excess of his/her regular workday. The University shall not, for the purposes of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a work week in which the employee has previously worked hours beyond his/her normally scheduled workday except as provided otherwise in this Agreement. This paragraph shall not apply to employees who, because of the nature of the duties in their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the University to participate in an approved voluntary flexible hours program that has been duly authorized by the Chief of Police. There shall be no election of compensatory time in lieu of overtime compensation.
- D. All time for which an employee is on full pay status, such as sick leave, vacation, holidays, paid education leave, shall be considered time worked for the purpose of calculating overtime compensation.
- E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement
- F. The University shall make every effort to make payment in the pay advice following the payroll period of the overtime worked.
- G. In so far as practicable, overtime shall be distributed equitably and impartially among unit members in each work location who ordinarily perform such related work in the normal course of their work week. The Chief and Union shall work out procedures for the distribution of overtime. Overtime assignments for duties in any other unit shall be authorized at the sole discretion of the Chief.
- H. The provisions of this Section shall not apply to employees on full travel status.
- I. In instances where no employees can be found to perform overtime work, the University may assign such work on a mandatory basis. Such assignments shall be distributed as equitably as possible amongst all employees. The Chief shall have the sole discretion to assign mandatory overtime outside this unit.

- J. The University shall keep records of the overtime work and make same available for inspection by the Union at reasonable times.
- K. In the event an employee utilizes sick leave from his/her regular scheduled work day, that employee shall be deemed ineligible to work any available overtime and/or detail assignment(s) for the next two (2) consecutive shifts (16 hours-evening/midnight/day shifts). For example, if an employee calls in sick from the day shift, he/she would be ineligible to work an overtime and/or detail assignment until the day shift the following day.

Section 3. Call Back Pay

Effective on the date of signing of this Agreement, an employee who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

Section 4. Court Time

Any member of the bargaining unit who, while off duty, is required by the University to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, License and Police Commissions, and show cause hearings and civil cases arising out of such criminal cases shall be paid at a rate of time and one-half. The unit member will be paid a minimum of four (4) hours at the time and one-half rate. If an employee is summonsed to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, before the License or Police Commissions, or at show cause hearings or civil cases arising out of such criminal cases, the University shall timely hand deliver the summons to the officer or shall place a copy of the summons in the officer's department mailbox.

Section 5. Shift Differential

- A. Unit members rendering service on a second shift, as hereinafter defined, shall receive a shift differential of seventy five cents (\$.75) per hour for each full hour worked. Unit members rendering service on a third shift, as hereinafter defined, shall receive a shift differential of one dollar and twenty five cents (\$1.25) per hour for each full hour worked. Unit members rendering service on weekend shifts, as hereinafter defined, shall receive a shift differential of one dollar (\$1.00) for each full hour worked.
- B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m.; a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.; weekend shifts shall be ones that commence at 3:30 p.m. on Friday, or after, and end not later than 7:30 a.m. on Monday.
- C. The above hourly shift differentials shall be paid in addition to regular salary for eligible employees when their entire workday is on a second, third or weekend shift. Eligible employees who are required to work a second, third or weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such second, third or weekend shift, will receive an hourly shift differential pursuant to Paragraph A of this section.

- D. For employees who are required to work a second, third or weekend shift as governed by Paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second, third or weekend shift.
- E. An employee who is directed and/or approved to attend training(s) on a shift in lieu of his/her regularly scheduled shift, which shift entitles him/her to be paid a shift differential, shall continue to receive the shift differential for the duration of the training.

Section 6. Paid Details

- A. Paid details are work assignments, beyond the regularly scheduled workweek of an employee, for which the primary or originating source of funding is from outside the University of Massachusetts.
- B. Paid details shall be distributed fairly and equitably. Details shall be voluntary and shall be posted and averaged on a continuing basis.

Distribution of paid details shall first be offered to officers and sergeants in another Unit. If no patrol officers or sergeants are available to work, the University shall provide detail assignment(s) to members of this Unit. When there are no unit members in both units available to work a detail the University retains the right to assign other qualified person(s) who are capable of carrying out the required duties of the detail.

- C. For details as defined in this Agreement unit members shall be paid a flat hourly rate not less than \$65.00 upon ratification of this Agreement by both Parties. Unit members shall receive a minimum of four hours pay for each detail. This article shall be effective moving forward from the date of the ratification of this Agreement by both Parties.

Effective July 1, 2019 the rate shall increase to a flat hourly rate not less than \$78.00. Unit members shall receive a minimum of four hours pay for each detail.

- D. Effective the date of the execution of this Agreement the Department of Public Safety shall require a notice of cancellation of a detail as defined in this Agreement from the requestor to the Department of at least eight (8) hours prior to the time the detail was scheduled to begin and the University shall make all reasonable efforts to provide Lieutenants assigned to a detail at least four (4) hours' notice in the event of a cancellation. If the Department fails to notify the Lieutenant working the detail within four (4) hours, any Lieutenant assigned to that detail shall be entitled to four (4) hours pay at the detail rate to be paid by requestor. The provisions of this clause do not apply to cancellations for inclement weather or other instances where the event is cancelled by the University.

Section 7. Roll Call Pay

Notwithstanding the provisions for premium pay for overtime work contained in Section 2 of this Article, unit members whose regular work day does not include an unpaid meal period may be required to attend daily roll call which shall commence fifteen (15) minutes before the start of their regular shift. Overtime compensation shall be paid for roll call.

An employee who is late for roll call or is absent for any part of his/her scheduled workday shall not receive roll call pay for that workday.

Section 8. Inclement and Hazardous Conditions

For the purposes of this Article, an inclement weather or hazardous condition shall exist whenever the campus announces a closing or delayed opening in accordance with the "Snow and Emergency Weather Policies and Procedures" as may be amended from time to time until such time when the University announces the University is reopening. When the University closes during or before a shift, employees shall be paid for their regular shift as if they had worked unless an employee is on planned leave. Unit members who work during a period of closing shall be paid at a rate of time and one-half their regular pay during all such work during a period of closing.

This section does not apply to any periods of remote operations.

Article 9: Leave

Section 1. Sick Leave

- (a) Unit members shall accumulate sick leave with pay credits at the rate of one work day for each full payroll month of employment for a total of 12 days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- (b) A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- (c) Sick leave shall be granted to an employee only under the following conditions:
 - 1. an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
 - 2. the spouse, child, or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is seriously ill; the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year; or
 - 3. through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
- (d) A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.
- (e) Where the University has reason to believe that sick leave is being abused, the University may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the University, in denial of sick leave for the period of absence.
- (f) The University may require that an employee, wishing to return to work after an absence of four (4) or more work days in a pay period because of illness or injury, submit satisfactory medical evidence from a qualified health care provider. When an employee seeks to return after an absence of more than ten (10) days the University can require the unit member be examined by a physician designated by the University. If the University

requires the employee to be examined by their designated physician, the University shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his regularly assigned duties.

- (g) Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour or full hours, but in no event may the sick leave credits used be less than the actual time off.
- (h) Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or if no personal leave credits, then on vacation leave, and if no vacation leave credits, then on leave without pay. Such leave shall be charged on the same basis as provided in Subsection (g).
- (i) An employee who is reinstated or re-employed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the University, where such absence was caused by:
 - 1. Illness of said employee;
 - 2. Dismissal through no fault or delinquency attributable solely to said employee; or
 - 3. Injury while in the employment of the University in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.
- (j) A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of full-time employee.
- (k) Notification of absences under this Article must be given to the designated representative of the University as early as possible, but at least one and a half (1^{1/2}) hours prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the University, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.
- (l) No employee shall be entitled to leave under the provisions of this Article in excess of the accumulated sick leave credits due such employees.
- (m) Employees whose service with the University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit. For unit members hired on or after July 1, 2014 all such unit members shall accrue a maximum of 120 days of sick leave
- (n) Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- (o) An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody or who receives such injuries in the pursuit, apprehension or detention of suspects as reflected in official

police reports and affirmed by the Director of Public Safety, and 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.

- (p) An employee who sustains a compensable injury, as determined by the Human Resources Division, Workers' Compensation Section of the Commonwealth, shall receive, from the University, the difference between his/her regular base pay and the amount received through the Workers' Compensation Section. Absence caused by such compensable injury shall not be charged against available sick leave credits, even if such absence is for less than six (6) calendar days.

Should such injury be deemed not compensable by the Workers' Compensation Section, the employee shall reimburse the University for all compensation received from the first day, either by charges to accrued time or by payroll deduction as deemed appropriate by the University, or by a combination of both.

- (q) An employee may exercise the option, at the end of the fiscal year, to receive in cash a dollar amount equal to 50% of their annual unused sick leave credits up to a maximum of six (6) days based on the table below:

<u>Annual Sick Leave Used</u>	<u>Cash In Allowed</u>
0	6
1	5
2	4
3	3

The decision to cash in sick days must be made by the employee by May 1 of the fiscal year. Sick days cashed in shall be deducted from the employee's sick leave balance.

- (r) For this section "*Sick Leave Abuse*" shall mean— any misrepresentation of the actual reasons for charging an absence to sick leave, and may include chronic, persistent, or patterned use of sick leave.

- (a) The following guidelines will be used, as a minimum, to determine sick leave abuse:

1. Three (3) sick days in thirty (30) days: 1 month
2. Five (5) sick days in ninety (90) days: 3 months
3. Seven (7) sick days in one hundred eighty (180) days: 6 months
4. Nine (9) sick days in two hundred seventy (270) days: 9 months
5. Twelve (12) sick days in three hundred sixty (360) days: 12 months

6. Patterned use of sick leave.

When a supervisor discovers and/or is alerted to one of the conditions listed above, the supervisor will notify the Chief of Police and/or designee. The employee will be placed on the *"The Excessive Use of Sick Time List"* and the progressive disciplinary process shall begin. However, in some circumstances, the submission of appropriate medical documentation regarding an illness may exempt an employee from inclusion into the disciplinary process.

Once an employee has been counseled or disciplined for one or more of the conditions outlined above, he/she may be removed from the *Excessive Use of Sick Time List*, twelve (12) months after having received any of the progressive discipline steps outlined below. For example, if an employee is counseled or disciplined in June 2018, he/she will be removed from the list in June 2019 for that occurrence. Each occurrence will have a twelve (12) month duration from the time disciplined occurred.

The following steps outline the Department's progressive discipline process for abusive absenteeism. However, in some circumstances, acts of commission or omission may require imposition of sever sanctions in the first instance

STEP 1: Counseling

STEP 2: Written Reprimand

STEP 3: Final Written Reprimand

STEP 4: One (1) day suspension without pay

STEP 5: Three (3) day suspension without pay

STEP 6: Five (5) day suspension without pay

STEP 7: Recommendation for Discharge

When an employee exceeds three (3) incidents of tardiness within a thirty (30) day period, he/she may be subject to disciplinary action. Once discipline has been imposed, any additional incidents of tardiness within one hundred eighty (180) day period will subject the employee to further disciplinary action.

Section 2. Paid Personal Leave

On the first payroll day of the new calendar year, full-time employees will be credited annually with six (6) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her University. Any paid personal leave not taken by December 31 of any year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

Full-time employees hired on or after January 1 of any year shall be credited upon employment with paid personal leave days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Personal Leave Days Credited</u>
January 1 – March 31	6
April 1 – June 30	4
July 1 – September 30	2
October 1 – December 31	0

Section 3. Bereavement Leave

Upon evidence, satisfactory to the Chief of Police/Director of Public Safety, of the death of a spouse, domestic partner, child, parent, brother, sister, step-child, step-parent, step-brother, step-sister, former legal guardian, grandparent, or grandchild of an employee, or parent of spouse, or person living in the immediate household, an employee shall be entitled to leave, without loss of pay, for a maximum of four (4) consecutive working days.

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

In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the Chief of Police/Director of Public Safety the death of one of the above named relatives, and may be granted at the discretion of the Chief of Police/Director of Public Safety.

Section 4. Voting Leave

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

Section 5. Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty, upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury 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 purpose of this Article shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee on duty, summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service, except jury fees paid for service rendered during office hours, must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under section 59 of C. 33, General Laws as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty, other than the annual tour of duty not exceeding seventeen days, shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval

forces of the United States who does serve or was or shall be rejected for such service 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 years from the termination of said military or naval service by him/her.

Section 7. Child Birth and Maternity Leave

- A. A full-time female employee who has completed her probationary period, or if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from her employment with the Commonwealth for a period not exceeding eight (8) weeks for the purpose of giving birth shall be granted a maternity leave without pay if her request for such leave is made to the University at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of the Agreement.
- B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar positions in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar positions in the department.
- C. Notwithstanding any other provision of this agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon request of an employee, the University grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

Section 8. Parental Leave

Upon written application to the University, including a statement of any reasons, any employee who has completed any applicable probationary period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding two (2) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

Section 9. Education Leave

Employees may be granted a paid leave of absence in accordance with the policies of the University for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Section 10. Family and Medical Leave Act (FMLA)

The parties agree that they are governed by the provisions of the Family Medical Leave Act and, where those provisions are more generous than the contract, the Family Medical Leave Act will prevail.

Section 11. SWAPS

Shift Trading shall be defined as— A voluntary exchange of shifts with the same duration by equally qualified employees within the employee's classification.

1. The Parties agree shift trading is not to be used to circumvent/manipulate an employee's normal work schedule. However, under certain circumstances and upon approval, shift trading or the swapping of shifts, may be facilitated between two equivalent employees of the same classification without those hours being subject to overtime and/or differential compensation.

The purpose of shift trading is to: 1) Enhance the quality of life within the work environment that will enable an employee to meet both their work responsibilities and personal needs, and 2) Ensure that the department is operating effectively and efficiency with optimal and consistent staffing levels that will support the Department's goals and maintains the continuity of safety for the UMass Boston campus community.

2. Upon approval, shift trades shall be limited to five (5) trades per calendar month, not to exceed a maximum of **thirty (30)** trades per calendar year.

3. All shift trade requests must be approved by the Chief of Police and/or designee.

4. All requests for shift trading must be submitted by the scheduled employee and by the substituting employee as soon as it is agreed upon. In the event the shift trade request is made less than forty-eight (48) hours prior to the shift swap, the Chief of Police and/or designee shall be immediately notified by email, phone, or in person.

5. All requests for shift trading must be submitted through the Department's personnel scheduling software (In-Time Solutions). All applicable areas within In-Time must be completed. If any applicable areas are incomplete or missing, the request shall be denied.

6. The Chief of Police and/or designee shall approve or deny the request as soon as practical but no later than twenty-four (24) hours after the request has been made and promptly inform the employees of a decision.

7. A shift trade due to an unforeseen emergency may be approved by the Chief of Police and/or designee less than twenty-four (24) hours prior to the start time of the substitution approval and prior to that start time if the other provisions of this authorization are satisfied. For the purpose of this authorization, an emergency is an unexpected incapacitating illness, injury or hospitalization of the employee or their immediate family member. Documented proof of such occurrence may be required.

8. Once a shift trade is approved it is considered a voluntary schedule change and both employees will be accountable to work as scheduled including covering any overtime that would normally be the responsibility of the person who traded the shift. If either employee is unable to complete their scheduled shift, they shall follow all the call-in and reporting procedures per appropriate policies and procedures.

9. Shift trades shall not result in additional pay or overtime liability to the University, including court time. For purposes of overtime, time worked as part of a shift trade is not counted as hours worked in a workweek.

10. The repayment (Swap-On) of shift trades shall be the sole responsibility of the employee's involved.

11. In the event a substitute employee becomes sick or injured while on a substitute shift, the substitute employee will be shown as on-duty at the time of the sickness or injury and will be paid as a scheduled employee for those hours from the time of occurrence. The scheduled employee will be contacted and given the option of reporting to duty, providing another substitute employee, or being charged annual leave or sick leave, if applicable.

12. Shift trades will not be approved when either employee is scheduled for in-service training, mandatory overtime, or any other scheduled division activity for which an employee's presence is required.

13. Shift trades will not be approved if any member would ultimately work more than 16 consecutive hours in a 24-hour period.

14. Partial shift trading or shift substitution for an employee reporting late for duty shall not be allowed unless authorized by Chief of Police and/or designee

15. Employees are prohibited from paying another employee to work any portion of their shift.

16. No employee shall be arbitrarily denied a shift trade.

Article 10: Sick Leave Bank

Upon the date of execution of this Agreement, a Sick Leave Bank shall be established at the University if 50% of the unit members subscribe to such bank or a minimum of one hundred (100) days is donated by the unit members, whichever is less. Such bank shall be maintained for the benefit of all those members of the bargaining unit who shall have chosen, pursuant to the terms of this Agreement, to become a member thereof.

Within ninety (90) days after the execution date of this Agreement, an employee may become a member of the Sick Leave Bank by assigning one (1) or more full days of his/her personal sick leave accumulation to the Bank; provided, however, that on the date of making such assignment the employee shall have accumulated not fewer than six (6) days of personal sick leave. During the term of the Agreement, an employee who shall have accumulated six (6) days of personal sick leave who is not a member of the Sick Leave Bank may become so by assigning to the Bank (1) or more full days of his personal sick leave accumulation, during the annual thirty (30) day period established for such purpose.

A member of the Sick Leave Bank shall be eligible to draw upon the Bank five (5) working days after the exhaustion of the member's personal sick leave, vacation leave and personal leave accumulation in the event such member is hospitalized, suffers a catastrophic or prolonged illness or is totally incapacitated from work.

The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between unit member and the administration.

This local labor-management committee will determine at what level the Sick Bank will be replenished. However, members can donate one or more full days each time it is required that the Bank be replenished.

Any member of the Bank wishing to remain a member thereof and who has exhausted his/her personal sick leave accumulation shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave.

A member of the Sick Leave Bank shall begin drawing on the Bank only upon presentation of a medical certificate satisfactory to the Sick Leave Bank Committee. Such medical certificate shall be signed by a physician and shall set forth the nature of the employee's illness or disability and its anticipated duration.

The initial award of time shall be no greater than six weeks and shall be awarded unless a majority of the Sick Leave Bank Committee votes against such an award. A one-time extension may be granted for no greater than six weeks by a majority of the Sick Leave Bank Committee.

Any vacation leave, sick leave or personal leave which accrues to an employee during a period in which he/she is drawing on the Sick Leave Bank shall be credited automatically to the Sick Leave Bank.

An employee who is transferred to the unit covered by this Agreement, from a position at another Institution of Higher Education where he/she was an active member of the Sick Leave Bank may, within thirty (30) days of the date of such transfer, become a member of the Bank at the University by assigning one or more full days of personal sick leave to the Bank.

Article 11: Vacations

Section 1.

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

<u>Length of continuous full-time "creditable service" as of the end of each applicable month</u>	<u>Vacation Leave Accrued</u>
Less than fifty-five months	5/6 day per month (total of 10 days per year)
Fifty-five (55) months, but less than one hundred fifteen (115) months.	1 1/4 days per month (total of 15 days per year)
One hundred fifteen (115) months, but less than two hundred thirty-five (235) months.	1 2/3 days per month (total of 20 days per year)
Two hundred thirty-five (235) months or more.	2 1/12 days per month (total of 25 days per year)

- B. For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month in the institution where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status, all "creditable service" from the first

working day in the Institution up to the end of each month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service," if any, which he/she had at the termination of the predecessor Agreement.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

The University shall grant vacation leave within twelve (12) months after it is credited, unless in the University's opinion it is impossible or impracticable to do so because of work schedules or emergencies.

Each calendar year, for the period beginning with the University's Commencement Day through the first day of classes for the Fall semester, refer to section 18 of this Article.

No employee employed prior to **July 1, 2014** shall carry more than 64 days of vacation leave credit. For unit members hired on or after **July 1, 2014** no such unit member shall carry more than fifty days. In addition, vacation days accrued in excess of this maximum shall be forfeited and shall not roll over into sick leave, compensatory time, or any other form of paid leave. Unit members moving between the Patrolmen/Sergeants unit and the Lieutenant's unit hired prior to the execution of this contract and have no break in service shall not be subject to the 50 day limitation.

In no event shall vacation leave credit be carried over for more than twenty-four (24) months after it is credited.

Section 6.

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

Section 7.

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

Section 8.

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefor.

Section 9.

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

Section 10.

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

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

Section 11.

An employee who is granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said armed forces, returns to the service of the Institution, 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 12.

An employee 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 an employee in any full month of employment after he/she returns from military service.

Section 13.

Vacation leave shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 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 15.

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

Section 16.

Any employee wishing to exercise his/her seniority for vacation preference may apply in writing up to 90 days in advance but no later than 60 days in advance of the first day requested. The University shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least forty-five (45) days in advance of the first day requested. Once a Lieutenant has requested and received approval for vacation pursuant to this article another Lieutenant may not bump that Lieutenant from his/her approved vacation.

Section 17.

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the Board. An employee, in order to retain such previously earned status, must submit to the Chief of Police/Director of Public Safety, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

Section 18.

Each calendar year, for the period beginning with the University's Commencement Day through the first day of classes for the Fall semester, vacation requests shall be limited to a maximum of four (4) weeks of vacation during this time period; all requests for more than the maximum allowance of four (4) weeks must be approved by the Chief of Police/Director of Public Safety. Each employee shall request in writing his/her preferred days off; such requests will be reviewed and granted provided established staffing levels and operational needs are met. Initial scheduling of vacation time will be for a maximum of four (4) weeks; selections shall proceed according to seniority for each shift subject to Article 11(16); after all employees on each shift have had the opportunity to request vacation time off, there shall be a second or subsequent pick for a maximum of four (4) weeks; selections will again be determined by seniority for each shift. Vacations shall not normally be approved for the first two weeks of the fall and spring semesters, graduation week, and for other advance scheduled events as determined by the Chief of Police or his/her designee.

Article 12: Holidays

Section 1.

The following days shall be holidays for employees:

New Year's Day	Juneteenth
Martin Luther King Jr, Day	Independence Day
Presidents' Day	Labor Day
Veterans' Day	Indigenous People's Day (To be observed on the Columbus Day state holiday)
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day

For purposes of this article, it is recognized that the University will not be open for business on the immediate two work days preceding the day on which the New Year's Day holiday is celebrated. As all bargaining unit members are essential personnel, two days of compensatory time (sixteen hours straight time) will be given in lieu of these days off.

Section 2.

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the University.

Section 3.

Each employee shall receive, for each said holiday, an additional day's pay therefore. An employee may elect to receive compensatory time in lieu of holiday pay.

Section 4.

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

Section 5.

An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or compensatory time for that holiday.

Section 6.

Employees rendering service on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day shall receive a holiday differential of one dollar (\$1.00) per hour for each hour actually worked.

Section 7.

If an employee is working a contractual holiday and is required to work mandatory overtime beyond his/her scheduled shift, he/she shall be paid at double time his/her regular rate of pay for all hours worked outside of his/her scheduled shift.

Article 13: Employee ExpensesSection 1.

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, because no department or state vehicle is available, he/she shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines (DOC T92-031). This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.
- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.
- C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her University for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2.

- A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, may receive either the University's per diem travel reimbursement rates or the allowances below whichever is greater:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$10.00	3:01 A.M. to 9:00 A.M.
Lunch	\$15.00	9:01 A.M. to 3:00 P.M.
Supper	\$20.00	3:01 P.M. to 9:00 P.M.

When on official department business, the higher of the daily per diem (set forth by the University) or the amounts above shall be paid.

- B. On the first day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment commences after six a.m., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten p.m.
- C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before six p.m.
- D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

Article 14: Employee Compensation

Section 1. Employee Compensation

Employee Compensation –with existing eligibility and funding requirements

- A. Annual salary and step increases - subject to receipt of supplemental funding

1. Effective on the first day of the first full pay period in July 2023:	4.0%
2. Effective on the first day of the first full pay period in January 2024:	4.0%

To be eligible for the adjustment increase, an employee must have been on the payroll, including on authorized leaves of absences, on the effective date of such compensation increase, and either (a) on the payroll, including on authorized leaves of absences, during the pay period during which such increase is implemented; or (b) retired, deceased, or laid off after the effective date of such compensation increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or retroactive pay. A furlough shall be considered an authorized leave of absence.

The provisions of this article are subject to appropriations by the General Court, as provided in Article 15 of this Agreement.

Effective July 2, 2023 the salary chart for Grade 22E will be adjusted as follows:**Lieutenant Chart:**

Job	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly
S22E	\$3,226.93	\$3,456.85	\$3,686.69	\$3,916.58	\$4,146.45	\$4,224.86	\$4,304.87	\$4,390.97

Effective January 14, 2024 the salary chart for Grade 22E will be adjusted as follows:

Job	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly	Biweekly
S22E	\$3,356.01	\$3,595.12	\$3,834.15	\$4,073.24	\$4,312.31	\$4,393.86	\$4,477.07	\$4,566.61

Section 2. Step Placement

Unit members hired subsequent to the execution of this agreement shall be placed at a starting salary of a Step 1. The University shall credit prior relevant experience by placing a new unit member at a higher initial step up to a step 5; however, when a candidate is coming from a similar ranking position from another law enforcement agency, he/she may be placed at a higher step. A current unit member in the Patrolmen/Sergeants unit who is appointed as a Lieutenant shall be placed at a step that equals or is greater than their current base salary.

Section 3. Step Rate Increases

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

In the event an employee is denied a step rate increase by the Chief of Police, he/she shall be given a written statement of reasons therefore no later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

Section 4. General Provisions

- A. The salary rates as shown above shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- B. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 5. Regular Part-Time Lieutenants

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

Section 6:A. Detectives

Two or more employees may be assigned to the position of detective; *provided*, that the Chief of Police/Director of Public Safety or his/her designee shall have sole discretion in the assignment to or removal from such position and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand three hundred and fifty dollars (\$1,350). Effective July 2018 an employee assigned to this position shall receive an annual stipend of one thousand five hundred and fifty dollars (\$1,500).

B. Information Technology Specialist

One or more employees may be assigned to the position of information technology specialist; *provided*, that the Chief of Police/Director of Public Safety or his/her designee shall have sole discretion in the assignment to or removal from such position and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand three hundred and fifty dollars (\$1,350). Effective July 2018 an employee assigned to this position shall receive an annual stipend of one thousand five hundred dollars (\$1,500).

C. Emergency Medical Technicians

One or more employees may be recognized as Emergency Medical Technician; *provided*, that the Chief of Police/Director of Public Safety or his/her designee shall have sole discretion in the initial and continuation of such recognition and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand three hundred and fifty dollars (\$1,350). Effective July 2018 an employee assigned to this position shall receive an annual stipend of one thousand five hundred dollars (\$1,500).

D. General Instructor, Defensive Tactics Instructor, Fire Arms Instructor, and/or Field Training Coordinator

An employee, upon becoming certified as a General Instructor, Defensive Tactics Instructor, Fire Arms Instructor, and/or Field Training Coordinator, shall receive an annual stipend of one thousand three hundred and fifty dollars (\$1,350.00), effective July 2018 an employee assigned to this position shall receive an annual stipend of one thousand five hundred dollars (\$1,500);; *provided*, that the Chief of Police/Director of Public Safety or his/her designee shall identify the criteria of eligibility and the number of officers within the department that are recognized as General Instructors, Defensive Tactic Instructors,

Fire Arms Instructors, and/or Field Training Coordinators. Such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28.

E. Base Salary Increase

Whenever an employee is assigned to a position pursuant to paragraphs A through D of this section, his/her annual base salary shall be increased by stipend amount, described in paragraphs A through D, for such time that such employee is assigned to the position. Such base salary increase shall be included in the calculation of overtime pay, in accordance with Article 8, Section 2(A) of this Agreement.

Section 7.

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the agreement.

Section 8. Stipends

Effective July 1, 2022, the parties agree the University will provide an annual stipend, in a gross amount totaling \$400.00, to sworn officers for completing each of the following training(s):

- a) NARCAN;
- b) Taser (if implemented);
- c) Weapons Qualification; or,
- d) Deputy Sheriff Powers—being sworn in as a Deputy Sheriff
- e) Body Cameras (if implemented)

Section 9 Education Incentive[SKS1]

Effective July 1, 2022 all bargaining unit members who supply the office of the Chief of Police with satisfactory evidence of having received an Associate's, Bachelor's or Master's degree shall receive a yearly stipend in the gross amounts referenced below to be distributed on or before November 1st:

Stipend shall reflect the single highest degree attainment:

Associate's Degree \$500.00
Bachelor's Degree \$1000.00
Master's Degree \$1500.00

In the event of an educational record discrepancy, it is the member's obligation to provide satisfactory confirmation of the degree to the University.

Article 15: Cost Items and Appropriation by the General Court

Section 1.

The cost items contained in this Agreement shall not become effective unless appropriation necessary to fully fund such cost items have been enacted by the General Court 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 effective date provided in this Agreement.

Section 2.

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

Section 3.

The University shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the funding requested in the above section is not provided, the cost items shall be returned to the parties for further bargaining.

Article 16: Health and Welfare

Section 1. Group Health Insurance Contributions

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependent(s) under the Plan. The current pre-tax treatment of group health insurance contributions shall continue.

Section 2. Health and Welfare Plan

A. Creation of Trust Agreement

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

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

B. Funding

Effective on the first pay period in January 2017, the University agrees to contribute, on behalf of each full-time employee, sixteen dollars and fifty cents (\$16.50) per calendar week to the Teamsters H&W Dental/Vision.

Effective July 1, 2020 total cost is \$41.20 per week (member contribution is this total minus the University's contribution)

Effective January 1, 2021 total cost is \$44.00 per week (member contribution is this total minus the University's contribution).

C. Non-Grievability

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

D. University's Liability

It is expressly agreed and understood that the University does not accept, nor is the University to be charged with, hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The University's liability shall be limited to the contributions indicated in Section 2 above.

Article 17: Seniority

Section 1. Definitions

A. Campus Seniority

The length of continuous full-time equivalent service as a full-time or regular part-time employee as computed from last date of hire by the campus.

B. Classification Seniority

The length of continuous full-time equivalent service as a full-time or regular part-time employee in the specific job classification covered by this Agreement, as computed from last date of hire into that job classification on the campus.

C. Departmental Seniority

Length of continuous full-time equivalent service as a full-time or regular part-time employee in the capacity of a Lieutenant.

Section 2. Application of Seniority

Classification seniority shall apply in shift and vacation preference as provided in this Agreement.

- A. Campus seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to the terms of this Agreement.
- B. Departmental seniority shall apply in the determination of layoffs and recall from layoffs.

Section 3. Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, resignation or retirement.
- (b) Exceeding an authorized leave of absence unless excused by the University.
- (c) Failure to return to work within five (5) consecutive work days after notification or recall from layoff by the University. Such notice shall be by registered mail to the last address furnished to the Campus by the employee.
- (d) If an employee is laid off for a continuous period of two (2) years or his/her length of service, whichever is less.
- (e) If an employee gives a false reason for a leave of absence.
- (f) Acceptance of settlement for total and permanent disability.
- (g) If an employee is absent from work for any reason, for a continuous period of one (1) year or his/her length of service, whichever is less.
- (h) If, after promotion to Lieutenant, the bargaining unit member does not return to the unit before ninety (90) days have elapsed.
- (i) Leaving the bargaining unit for any University position, except (h) above.

Article 18: Shift Preferences

When the University determines that a vacancy exists, bargaining unit members shall be notified at least thirty (30) days and may bid to fill the vacancy. A vacancy shall be defined as any new or added shift that the University decides to fill, including but not limited to, a vacancy due to retirements, resignations, etc. If two or more bargaining unit members bid on the vacancy it will be awarded on seniority, except when in the professional judgement of the Chief of Police, reasons exist that preclude the vacancy being filled by seniority. When such circumstances exist the union shall be provided advance notice of the reasons and be offered an opportunity to discuss the matter.

Article 19: Probationary Employees

Section 1.

Any newly appointed Lieutenant shall be considered probationary through twelve (12) continuous months of service, beginning on the date on which they report for duty.

Section 2.

There shall be no seniority during the probationary period, but upon successful completion of that period, the employee shall be credited with campus and classification seniority in accordance with Article 17. In the event that two or more employees are appointed on the same day, their classification seniority shall be determined by the order of their appointment.

Section 3.

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

Section 4.

An employee who severs employment with the University must serve an additional probationary period upon re-employment, whether in the same or a different job title.

Section 5.

The purpose of the probationary period is to provide for the evaluation of an employee. Should that probationary period be interrupted to a significant degree by illness, injury or other absences, it shall be extended by an equal amount of time to compensate for such absences.

Section 6.

At the end of six (6) months following being newly hired, transferred, or promoted, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the Chief of Police or designee. Within one (1) month prior to the completion of his/her probationary period, such probationary employee shall again be evaluated in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of such receipt, be entitled to meet with said supervisor to discuss the evaluation and recommendation prior to their transmittal to the Chief of Police or designee.

Section 7.

At any time during the probationary period, a probationary employee who came directly from the Patrolmen/Sergeants unit whose performance is not satisfactory, as determined by the Chief of Police, shall have the right to return to the Patrolmen/Sergeants unit, without loss of seniority, at the same rank as previously held. Additionally, a unit member who is not satisfied with the new position may elect to return to his or her former position without loss of seniority within sixty (60) calendar days of being appointed as Lieutenant.

Article 20: Layoff & Recall ProceduresSection 1. Layoff

- A. In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under-representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.
- B. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual period of employment. Non-probationary employees shall be next to be laid off on the basis of their classification seniority provided the employees retained have the ability to perform the work equal to the employee to be laid off.
- C. In the event an employee is scheduled to be laid off in a classification and there exists a vacant position which has been certified for refilling in an equal or lower-graded classification which the employee has previously held on the campus in a fully competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such a classification covered by this Agreement.
- D. In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a fully competent manner.

Section 2. Recall

- A. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their classification seniority in the reverse order from which they were laid off, provided the employee has the ability to perform the job in a fully competent manner.
- B. Probationary employees who have been laid off have no recall privileges.

Article 21: Out of Title Work

Section 1. Work in a Lower Classification

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

Section 2. Work in a Higher Classification

- A. Any employee who is assigned by the University to a vacant position in a higher grade for more than thirty (30) consecutive days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. Whenever any employee is assigned to any vacant higher rated position, he/she shall no sooner than the fifth consecutive working date of their performance of the higher rated position's duties and no later than the tenth consecutive working day, submit in writing to his/her supervisor the duties he/she are performing that are in a higher classification. The supervisor shall, thereupon, complete the applicable portion of the form and transmit the same to the Chief of Police, or designee, who shall, thereupon, determine whether the work assignment is, or is not, out of title work.
- B. An employee who is assigned by the University to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

Article 22: Classification and Reclassification

Section 1. Class Specifications

- A. The University shall provide upon request the Union with a copy of the class specifications of each title covered by this contract for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the University to have access to examine his or her class specification.

Section 2. Individual Appeal of Classification

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

Article 23: Class Reallocations

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this agreement. If the University agrees that such an inequity exists, the

University and the Union agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2.

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

Section 3:

The University agrees to conduct a study of the classification structure for members of the bargaining unit. The costs of conducting such a study and of implementing the resulting recommendations, in whole or in part, shall be paid from a classification pool to be established by the University.

Article 24: Tuition Discount Program

Section 1: Tuition Credits

- a. As more fully described in the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits; *provided that*, in the event of a conflict between the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129) and current practice, current practice shall prevail.
- b. Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in Continuing Education programs or courses equal to fifty percent (50%) of the tuition.

Section 2: Tuition Remission

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984).

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.

Article 25: Personnel Interrogation Procedure

No employee who has been employed in the bargaining unit for more than one (1) year shall be removed, dismissed, discharged, suspended or demoted except for just cause or violations of the rules and regulations as contained in the University of Massachusetts Department of Public Safety's Department Manual. Each employee shall be given on-line access to the University of Massachusetts Department of Public Safety's Department Manual which contains rules and regulations applicable to the campus police.

If a superior officer has reason to orally reprimand an employee, he/she shall do so in the manner that will not unduly embarrass the employee before the public or his/her fellow workers.

An employee who is requested to submit a special written report to the Department (Chief of Police or designee) or to the University, which he/she believes could lead to possible disciplinary action, shall have the right to consult a Union representative and/or Union counsel before submitting same; such report in any case should be submitted within 24 hours of request thereof or at such later time as may be mutually agreed upon.

No employee shall be required or requested, directly or indirectly, if under investigation for misconduct or the subject of any investigation or injury which may relate to or lead to a misconduct investigation, or which he/she believes could lead to possible disciplinary action, to be interrogated without being first afforded the opportunity to consult with Union counsel and/or Union representatives concerning any such matter or a violation of the rules and regulations aforementioned, provided, however, the interrogation may not be postponed for purpose of consulting counsel past 10 A.M. of the second day following the notification of interrogation or the suggested day of interrogation, whichever is later, unless a later date is mutually agreed upon. Union counsel, if available, and a Union representative may be present during the interrogation of said member, and Union counsel, at all times, may be a participant in such proceedings.

Article 26: Safety Procedures

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

The Chief of Police/Director of Public Safety or his/her designee shall develop and promulgate orders and procedures for the assignment and use of the LEAPS, CJIS, ALARS, or other law enforcement systems or any other succeeding systems and Board of Probation (BOP) codes; *provided*, that, as a condition of employment, every employee shall be required to complete any necessary forms, training, or agreements required to access or use such systems.

All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence in accordance with the procedures in effect at the University.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievance Procedures set forth in Article 28 of this Agreement but shall not be processed to Step 5 thereof.

Article 27: Disciplinary Action

Section 1.

No employee who has successfully completed his/her probationary period shall be discharged, removed, dismissed, suspended or demoted without just cause. The provisions of this article shall not be applied in an arbitrary or capricious manner.

The parties agree that just cause may include, but shall not be limited to, the following, with each discipline being treated on a case by case basis:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Acts that seriously disrupt the normal operation of the institution, the department or any members of the workforce;
- C. Insubordination, which shall mean a refusal to carry out a lawful direct order;
- D. Dishonesty in the performance of assigned duties;
- E. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
- F. Institutional theft.
- G. Use of the LEAPS, CJIS, ALARS, or other law enforcement systems for any purpose other than authorized University of Massachusetts Police criminal justice purposes, or any use of these or succeeding systems in violation of the LEAPS, CJIS, ALARS, or other law enforcement systems basic agreement, or department policies.

Section 2.

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from less severe to more severe in order to bring about the necessary change in work habits. Progressive disciplinary actions may include, but are not limited to, oral reprimand, written reprimand with notation to the personnel file, suspension with pay, suspension without pay, demotion and discharge.

However, in some circumstances, acts of commission or omission may require imposition of severe sanctions up to and including discharge in the first instance.

Section 3.

No employee shall be suspended, discharged, or demoted without a hearing; provided that the Chief of Police/Director of Public Safety or his/her designee may place any employee on paid administrative leave pending investigation prior to such hearing; provided further that any such employee who is directed to attend such hearing shall have the right to be represented by a Union representative.

Section 4.

In the event that the Union/Employee elects to pursue any matter covered by this Agreement in any other forum, the University shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article.

Section 5.

Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 28, the arbitration shall be conducted on an expedited basis. An employee and/or the Union shall not have the right to grieve pursuant to this Article or Article 28, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of service unless the Union alleges that the employee did not engage in such conduct.

Article 28: Grievance and Arbitration Procedures

Section 1. Introduction

The parties recognize that G.L.C. 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or an employee or group of employees and the University. In the event the Union or an employee elects to pursue any matter covered by this Agreement in any other forum, the University shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or the Affirmative Action Article herein.

Section 2. Definitions

- A. Grievance - "Grievance" shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining agreement. It shall be a written statement on a Grievance Form setting forth all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- B. Grievant - "Grievant" shall mean an employee or group of employees, or the Union on behalf of the employee(s), as the case may be, who, pursuant to the terms of the Agreement, seeks resolution of a grievance.
- C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

Section 3. Procedures for Filing a Grievance

A. Step 1: Informal - Immediate Supervisor

The Union and/or the grievant shall institute the grievance procedure of this Article by filing with the Chief of Police, during the term of this Agreement, a written grievance. Said grievance shall be filed within fifteen (15) days from the date of the occurrence of the event or the date on which the unit member had or should have had reasonable knowledge of the event or conditions upon which the grievance is based. The Chief of Police or his/her designee shall meet

with the Union and/or the grievant to resolve the dispute and shall respond in writing within fifteen (15) days from the receipt of the grievance.

B. Step 2: Chief Executive Officer of the Campus or Designee

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 2 decision, the Union and/or the grievant shall send a notice of this intent to the Chief Executive Officer of the Campus, or designee (hereinafter in this Article "CEO"). The CEO shall meet with the Union and/or grievant for review of the grievance and shall render a written opinion, after consultation with the Director of Labor Relations, within twenty (20) days of receipt of the notice required to initiate this step.

C. Step 3: President of the University of Massachusetts

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 3 decision, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or designee (hereinafter in this Article "President") and a copy of such notice with the CEO. The CEO shall forward, forthwith, a complete copy of the grievance record to the President. Within twenty-five (25) days of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.

D. Step 4: Arbitration

Within thirty (30) days of receipt of the Step 4 decision, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

- a. The Union shall have the exclusive right to initiate arbitration of a grievance.
- b. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all four (4) prior Steps of the grievance procedure, except as is otherwise provided in this Article;
- c. The Union shall initiate arbitration by giving written notice to the President and the CEO within said thirty (30) days that it intends to submit a grievance to arbitration.
- d. If the parties fail to agree on the selection of a single arbitrator, the Union may request the American Arbitration Association to provide the parties a panel list of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association.

E. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the University. In all other respects the parties shall bear their own cost of arbitration.

Section 4. Decision of the Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement.

B. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall make his determination. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding including the grievant and shall be enforceable in any court of competent jurisdiction.

Section 5. Union Representation

Any member of the Unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at the initial step of the grievance procedure. No other representative shall be permitted at Steps 1 - 5. If the employee chooses at any point during the grievance procedure not to be represented by the Union then the Union shall have no further responsibility to represent the employee in regard to that grievance. The Union shall notify the Immediate Supervisor, the Department Head, the CEO and the President, as the case may require, of the name and address of such Union representative at the time he/she is so authorized to represent the grievant.

Section 6. Waiver and Admission

A. Waiver

If the University exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and may, within twenty-five (25) days of the response due date, invoke the next step of the procedure; except, however, that only the Union may request impartial arbitration under Step 5. Failure of the grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties.

B. Admission

The resolution of a grievance by the immediate supervisor, the Department Head, the CEO, the President, or any of their designees, as the case may be, shall not be deemed to be an admission by the University that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this agreement, or is cognizable or justiciable according to any applicable provisions of the law of the Commonwealth.

C. Grounds of Appeal

The University and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, sec. 8, and Chapter 150C, secs. 10, 11 and 12 and the General Laws.

Section 7. 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 University, whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the University to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

Section 8.

A grievance may be filed at the level at which the alleged breach occurred.

Article 29: Personnel FilesSection 1.

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

Section 2.

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

Section 3.

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

Section 4.

Upon written request of the employee, negative materials (not including evaluations) shall be removed from an employee's personnel records or file after two (2) years. The two-year period shall date from the last occurrence of the same nature. There shall be only one (1) personnel file, which shall be maintained in the Office of Human Resources.

Article 30: Evaluation of Employees

Section 1.

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

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

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

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

Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level who has been so assigned.

Upon receipt of an "Unsatisfactory" evaluation, the employee shall receive a remedial plan on how to reach a "Successful Performance" rating, and shall be re-evaluated after ninety (90) days.

Section 4.

The Human Resources Office shall receive all evaluations from the Department Head and shall retain such evaluations, together with any recommendations made on the basis of any such evaluations and evidence or materials submitted in support of such evaluations, in the respective personnel file of each employee.

Section 5.

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

Section 6.

The affected employee shall have the opportunity to see the complete performance evaluation form and shall initial it, whether in agreement with its contents or not.

Section 7.

An employee may only grieve the evaluation procedures of this Article and only to the level of Step 3 of Article 28.

Article 31: No Strikes/No Lockout

Section 1.

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

Section 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 3.

The University agrees not to engage in the lock-out of unit employees.

Article 32: Parking and Transportation

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work location in accordance with the provisions of the University Parking and Transportation Program.

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

Unit members shall follow and otherwise adhere to the parking regulations of the University.

Members of the bargaining unit shall be entitled to park during their working hours, in designated spaces exclusively for use by bargaining unit members while on duty. The cost of such parking will be the cost for non-reserved on campus parking spaces as follows:

PASS-BASED PARKING RATES FOR MEMBERS OF THE BARGAINING UNIT

Staff rates for payroll deduction monthly or annual pass only; pre-tax payment will further reduce effective rates. Assumes work 5 days/week

ANNUAL SALARY	RATE
< 40K	\$9/day (\$8.18) \$180/month \$2160/year
41K-60K	\$9.90/day(\$9.00) \$198.08/month \$2376.96/year
61K-75K	\$10.40/day(\$9.45) \$208/month \$2496/year
76K-100K	\$10.90/day(\$9.91) \$218.08/month \$2616.96/year
100K+	\$12/day (\$10.91) \$240/month \$2880/year

*Daily rate is annual rate divided by 240 days. Note that daily rate is lower if take single monthly rate divided by 22 days, as noted in parentheses.

At all other times, members of the bargaining unit may park at University parking locations at the then-current daily rate for such locations. They may also purchase monthly, semester or annual parking passes on a pre-tax basis at the then-current rates for such passes established for non-represented employees on the Boston campus.

Article 33: Uniforms

The University will initially supply the employees in this Unit with uniforms and uniform components, as determined by the Chief of Police/Director of Public Safety.

The University will provide for cleaning of uniforms without cost to the employee, pursuant to the policies of the department.

The University will initially supply all required leather gear, as determined by the Chief of Police/Director of Public Safety.

A Classification/Adjustment Pool equal to \$500.00 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Classification/Adjustment Pool shall be determined based on the average number of bargaining unit members for the last calendar year from May 1, 2022 – May 1, 2023.

- A. The Classification/Adjustment Pool referenced above shall be added to the annual amount to purchase/replace uniforms and equipment in accordance with departmental requirements.

Each officer will be allotted a sum of money on a bi-annual basis to purchase/replace uniforms and equipment in accordance with departmental requirements. Effective July 1, the annual amount shall be two thousand five hundred dollars (\$2,500) to be as follows:

On or before October 1 st	\$1250
On or before May 1 st	\$1250

The Chief of Police/Director of Public Safety will provide a list of authorized uniform components annually. No substitutions may be made without the specific approval of the Chief of Police /Director of Public Safety or his/her designee.

Article 34: Employee Liability

The University agrees to continue to provide liability insurance, as is currently in effect, at no cost to the employee.

Article 35: Payroll Systems

Section 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.

Section 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 36: Savings Clause

In the event that any article, section or portion of this Agreement is found to be invalid or shall have the effect of loss to the University of funds made available through Federal law, rule or regulation, then such specific article, section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the President or designee and may be submitted by the Union to arbitration.

Article 37: Duration


This Agreement shall be for the one (1) year period from July 1, 2023 to June 30, 2024 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 2024. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

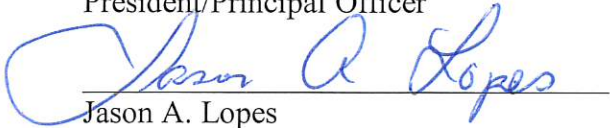
Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

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

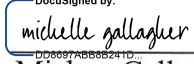
This Agreement is subject to ratification.

On behalf of the Union:


Thomas G. Mari
President/Principal Officer

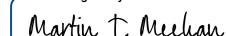

Jason A. Lopes
Business Agent

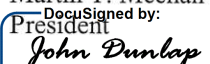
On behalf of the University:

DocuSigned by:

Michelle Gallagher
Executive Director of Labor Relations

Representing for the University:
Marie Bowen, Vice Chancellor of
Human Resources

On behalf of the University President's Office:

DocuSigned by:

Martin T. Meehan
9/28/2023 | 11:45:08 AM EDT

DocuSigned by:

John Dunlap
9/18/2023 | 3:05:35 PM EDT

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John Dunlap
Chief Human Resources Officer

APPENDIX A: Performance Planning and Evaluation**Performance Planning and Evaluation**

EMPLOYEE NAME:		Employee ID#:
Bargaining Unit:	Job Title:	Department:
Supervisor:	Evaluation Period:	Date of Evaluation:

This evaluation provides a written record of the employee's Performance including Major Responsibilities, Goals and Objectives, as well as the supervisor's evaluation of job performance. It is designed to improve job understanding, encourage ongoing communications, promote effective performance and establish goals that support unit and career development. In addition, the evaluation may provide information to support possible merit salary determinations and other personnel actions. Supervisors are expected to be accurate and candid in their evaluation of employees. This evaluation will become part of the employee's personnel file.

PERFORMANCE REQUIREMENTS**Section I: Major Responsibilities**

Major Responsibilities: List the major responsibilities of the position for this evaluation period in approximate order of importance. (Please attach an additional sheet if other responsibilities should be included.)
1.
2.
3.
4.
5.

Section II: Prior Year Goals and Objectives (include at least three but no more than five goals)

Goal I:
Goal II:
Goal III:
Goal IV
Goal V:

Please review the job description if any major responsibilities have changed or the goals impact job duties.

Description of Goal Progress

Please acknowledge goals accomplished, progress the employee made, and/or challenges the employee encountered in achieving prior year's goals:

Description of Performance Rating Categories

Consider employee Performance in accomplishing Major Responsibilities and Planned Goals and Objectives while demonstrating Organizational Values (such as Collaboration, Inclusion, Service-Orientation, etc.)

PERFORMANCE RATING CATEGORY	DESCRIPTION
Outstanding Performance	Performance Requirements were consistently achieved above expectations. Significant accomplishments were made in unexpected areas. A rating at this level requires that several specific examples of outstanding performance be provided.
Exceeds Expectations	Performance Requirements were achieved and sometimes were achieved above expectations and established standards. A rating at this level requires that specific examples be provided.
Successful Performance	Performance Requirements were successfully achieved.
Needs Improvement	Performance reflects a need for improvement. A rating at this level may require action in the form of coaching, skill development and feedback to support development. This category may apply to new employees, newly promoted or transferred employees, or employees who have assumed new responsibilities. <i>Performance Notes</i> are appropriate for documenting improvement needed and positive performance.

Unsatisfactory	Established Performance Requirements were not achieved and some Performance was below established standards. A rating at this level requires the completion of a Performance Development Plan.
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Section III: Instructions: Based on established goals and objectives, assess the performance level demonstrated by the employee during the review period for the following Performance Factors (provide specific examples as appropriate):

Performance Factors	<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Successful Performance</i>	<i>Exceeds Expectations</i>	<i>Outstanding Performance</i>
Demonstrated Job Knowledge:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Demonstrates the knowledge and skills required to perform the job, including administrative policies and procedures, technical and/or specialized knowledge/expertise and managerial/supervisory skills (if applicable). Understands position goals, responsibilities, and expectations. 	COMMENTS:				
Commitment and Accountability:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Demonstrates accountability in work responsibilities. Exercises sound and ethical judgment when acting on behalf of the University. Exercises appropriate confidentiality in aspects of work as appropriate. Demonstrates commitment to work and to consequences of their actions. 	COMMENTS:				
Communications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Demonstrates the ability to express themselves clearly, both orally and in writing. Demonstrates effective listening skills. Shares knowledge and information with others as appropriate. Asks questions and offers input towards results. 	COMMENTS:				
Motivation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Shows initiative, anticipates needs and takes actions when needed. Demonstrates innovation, creativity and informed risk-taking when needed. Engages in problem-solving; suggests ways to improve performance and be more efficient. Strives to achieve individual, area, and University goals. 	COMMENTS:				

Collaboration:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Establishes effective working relationships and demonstrates willingness to work with colleagues to solve problems and achieve common goals. Demonstrates sensitivity to the needs of others. Offers assistance, support, and feedback to others in a constructive manner. Works effectively and cooperatively with others. 	COMMENTS:				
Performance Factors	<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Successful Performance</i>	<i>Exceeds Expectations</i>	<i>Outstanding Performance</i>
Service-Orientation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Is approachable by and accessible to others. Is responsive and helpful in a timely manner. Strives to satisfy needs of external and/or internal customers. Is diplomatic, courteous, and welcoming. 	COMMENTS:				
Adaptability:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Is flexible, open and receptive to new ideas and approaches. Adapts to changing priorities, situations and demands when necessary. Handles multiple tasks and priorities. Willingness to modify one's preferred way of doing things when appropriate. 	COMMENTS:				
Inclusion:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Shows respect for differences in backgrounds, lifestyles, viewpoints, and needs, with regard to ethnicity, gender, creed, sexual orientation and ability. As a manager, is proactive in diversifying search committee and/or candidate pools, as applicable. Promotes cooperation and a welcoming environment for all. Works to understand the perspectives brought by all individuals. Handles issues with sensitivity and provides genuine assistance, and confidentiality Pursues knowledge and awareness of issues related to diversity and inclusion. 	COMMENTS:				
Self-Development:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<ul style="list-style-type: none"> Enhances personal knowledge, skills, and abilities. Anticipates and adapts to technological advances as needed. Seeks opportunities for life-long learning. Acts upon performance feedback. 	COMMENTS:				
Additional Performance Factors specific to position (optional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				

Section IV: Goal Setting Worksheet (To be discussed between the employee and supervisor.)
Please list at least three goals but no more than five for the upcoming year.

Goal Setting: List goals for the coming year that are consistent with the job description, are supportive of area objectives, and will enhance job performance. Using the following criteria ("SMART" goals) in setting effective goals is advised:

- **Specific** Specific goals help the employee to better understand what is expected.
- **Measurable** Measurable goals help the employee and supervisor to understand when the expected outcome is achieved.
- **Achievable** Goals should be realistic.
- **Results-Oriented** Goals should focus on desired results.
- **Time-Specific** Goals should have deadlines, where applicable.

Goal I:
Goal II:
Goal III:
Goal IV:
Goal V:

OVERALL PERFORMANCE RATING:

**Unsatisfactory	<i>Needs Improvement</i>	<i>Successful Performance</i>	<i>Exceeds Expectations</i>	<i>*Outstanding Performance</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**For overall rating of "Outstanding Performance," prepare and attach several specific examples of performance.*

***For overall rating of "Unsatisfactory," prepare and attach a Performance Development Plan.*

Immediate Supervisor: _____ Date: _____

COMMENTS: _____

I have reviewed this document with my supervisor. My signature indicates that I have met with my supervisor to discuss this Evaluation, but does not necessarily imply my agreement. In addition, I understand that I have 30 days from the date of signature to submit a rebuttal if I choose to. Rebuttal should be attached to review.

Employee: _____ Date: _____

☐ I am submitting a self-evaluation.

☐ I am not submitting a self-evaluation.

COMMENTS: _____

Department Head: _____ Date: _____

APPENDIX B: Credit Union

The University agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the University written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each pay period by electronic transfer methods. The University shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those pay periods during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

APPENDIX C: Alcohol and Controlled Substances Testing Policy for Public Safety Personnel

Alcohol and Controlled Substances Testing Policy for Public Safety Personnel

I. PURPOSE OF ALCOHOL AND DRUG TESTING/SCREENING PROGRAM

The University employs five principles as a means to achieve the goals of providing public safety, a workplace free from the effects of alcohol and drug use and to ensure the fair treatment of employees.

The first principle is a commitment by the University and the Union to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested and free from harassment by any supervisor. Where there is reasonable suspicion that a supervisor has harassed an employee(s) through the ordering of a test(s) said supervisor shall be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug and alcohol use. As such, the University will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement.

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

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

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

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

II. DEFINITIONS

- a) **Alcohol** – The intoxicating agent in beverage alcohol, ethyl alcohol, methyl, or isopropyl alcohol.
- b) **Alcohol Concentration** – Also called alcohol content. The alcohol volume of blood as indicated by an evidential blood test.

- c) **Alcohol Use** – The consumption of any beverage, mixture or preparation, including medication, containing alcohol.
- d) **Confirmation Test** – In alcohol testing, a second test with a result of 0.04 or greater, that provides a quantitative measurement of alcohol concentration.
- e) **Controlled Substances** – In this policy, the term drugs and controlled substances are interchangeable and have the same meaning. Unless otherwise provided, in accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.
- f) **Public Safety Personnel** – All unit members who are employed with the University Public Safety Department.
- g) **Public Safety Supervisor** – The term Supervisor or Superior Officer shall only apply to employees holding the rank of Captain and above and shall exclude employees holding the rank of Lieutenant.
- h) **Medical Review Officer (MRO)** – A licensed physician (MD or OD) responsible for interpreting lab results from the Alcohol and Drug Testing/Screening Program.
- i) **Screening Test** – In alcohol testing, the initial test performed to determine if an individual has a prohibited concentration of alcohol in his or her system. In controlled substance testing, a procedure to eliminate negative urine specimens from further consideration.
- j) **Substance Abuse** – Refers to patterns of alcohol or controlled substance use that result in negative health consequences, impairments in social, psychological, and/or occupational functioning.
- k) **Substance Abuse Professional (SAP)** – A licensed physician (MD or OD) or a licensed or certified psychologist, social worker, or addiction counselor with experience in the diagnosis and treatment of alcohol and substance problems.

III. WHAT ARE THE ALCOHOL AND DRUG PROHIBITIONS?

- A. Alcohol Prohibitions: Public Safety Personnel may NOT report for duty or stay on duty:
 - a) With a blood alcohol concentration of 0.04 or greater; or,
 - b) If in possession of alcohol (unless it is being transported as cargo); or,
 - c) Within eight (8) hours of using alcohol (if not on standby, no penalty shall result from declining a call-in until at least eight (8) hours has passed since the last consumption of alcohol).
 - d) Public Safety Personnel who have had an on-duty accident shall not use alcohol until initial post-incident investigation is completed or they are relieved from duty.

- e) Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.
 - f) Public Safety Personnel shall not refuse to submit to alcohol testing. Refusal shall be considered a positive test.
- B. Drug Prohibitions: Public Safety Personnel shall NOT report for duty or stay on duty while using any illegal drug(s), or controlled substance(s), except when said controlled substance has been prescribed by a physician and does not interfere with one's ability to perform the functions of his or her position in a satisfactory manner.
- 1. Public Safety Personnel shall not report for or stay on duty if he/she has tested positive for illegal drugs and/or a controlled substance not prescribed by a physician.
 - 2. Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.
 - 3. Public Safety Personnel shall not refuse to submit to drug testing. Refusal shall be considered a positive test.

IV. WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

- A. There are particular situations where testing of public safety personnel can be done to determine the presence of alcohol and/or drugs.
- 1. Post-Incident: Any public safety personnel shall be subject to an immediate post-incident alcohol and/or drug test when involved in a "critical incident." A "critical incident" may be defined as:
 - a) The actions of any on-duty employee which results in the death or serious bodily injury of a person by any means; or,
 - b) The operation of a vehicle while on-duty which results in a fatal traffic accident or an accident causing any serious bodily injury or property damage in excess of \$2,500.00; or,
 - c) Where the actions of an on-duty employee causes serious bodily injury or death to a person by the use of a firearm; or,
 - d) Where the actions of an off-duty employee cause serious bodily injury or death to a person by the use of a University provided firearm. Such testing to be conducted as soon as brought to the University's attention, if possible.
 - 2. Reasonable Suspicion: All unit members shall be subject to an immediate alcohol and/or drug test if reasonable suspicion of alcohol and/or drug use is determined. Appearance,

speech, behavior, and body odor are factors in determining reasonable suspicion. Observations by the employer must be made during working hours. Any decision to test based upon reasonable suspicion of alcohol or drug use must be determined by a supervisor.

- a) Alcohol testing for reasonable suspicion may take place within two hours of the observation. Tests that cannot be done within eight hours of the observation should not be conducted.
 - b) Public Safety Personnel may not report for duty or stay on the job while under the influence of alcohol. The employer will not allow any employee to perform public safety duties until:
 - 1) His/her alcohol concentration is less than 0.04 or
 - 2) 24 hours have passed from the time of the initial testing.
 - c) The employer will not take action against a public safety employee covered by this policy regarding alcohol misuse on the job unless an alcohol test was administered.
 - d) Notification of alcohol and drug testing shall be included in the job posting for public safety positions.
3. Random: All personnel shall be subject to random unannounced testing by a process designed to ensure that each employee receives an equal chance of being tested each time selections are made. The University shall designate an individual who will be responsible for notifying selected employees regarding random testing and maintaining all University records pertaining to testing dates/times and results. When the employee is notified that he or she has been selected for random testing, the employee must report immediately to the designated testing site.

V. WHAT HAPPENS IF I REFUSE TO BE TESTED?

Public Safety Personnel must submit to alcohol and drug testing. If a unit member refuses to be tested, it is considered a positive test result, the consequences of which will be in effect. Refusal to test is defined as any time the employee either fails to provide enough blood or urine for alcohol or controlled substances testing (without a valid medical excuse) after being notified of the test, or if the employee otherwise obstructs the testing process.

VI. HOW IS ALCOHOL TESTING DONE?

- A. Alcohol testing is done by analyzing a blood sample, which is collected in a private location.
 - a) The collection site person collects the blood sample in the employee's presence. The sample is sent to a testing laboratory certified by the DHHS.
 - b) At the laboratory, a screening test is performed on the primary sample. If the reading is less than 0.04 the test will be reported as negative.
 - c) If the employee refuses to be tested or to sign the testing form, the test is considered to be positive and the laboratory will immediately notify the Designated Employer Representative.

VII. HOW IS DRUG TESTING DONE?

A. Drug testing is done by analyzing urine and/or a blood sample, which is collected in a private location.

1. In accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.
2. Removal from public safety duties is required following the first positive drug test. The University must place the employee on paid administrative leave upon notification of the first positive drug test. If the analysis of the split sample does not confirm the presence of a drug, the MRO shall report this to the employer and the employee. In this case any paid leave used or time off the payroll will be restored to the employee.

a) Urinalysis Testing:

1. The collection site person divides the urine sample into two containers in the employee's presence. The primary sample is sent to a testing laboratory certified by the DHHS.
2. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
3. The confirmation test will be done (on the same sample) using a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
4. If the first test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a medical reason for drug use. If the MRO determines a legitimate medical reason, the test may be reported as negative.
5. After being notified that the first test was positive, the employee will have 48 hours to contact the MRO and request a test of the split specimen. If the employee does not contact the MRO within 48 hours, but can prove a legitimate reason for not doing so, the MRO may order the split specimen to be tested per request of the employee. The MRO will then notify the designated University Representative of the request for the second test. To ensure objectivity, the split specimen is sent to a different DHHS certified lab for testing. The costs associated with testing a split specimen shall be the responsibility of the employer.
6. If the employee refuses to be tested or to sign the testing form, the test is considered to be positive and the laboratory will immediately notify the Designated Employer Representative.

b) Blood Analysis Testing:

1. The collection site person will collect the blood sample from the employee. The sample is sent to a testing laboratory certified by the DHHS.
2. If the test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a medical reason for drug use. If the MRO determines a legitimate medical reason, the test may be reported as negative. If the employee does not have a valid medical reason for the drug usage, the MRO will notify the designated University Representatives of the employee's positive results.
3. If the employee refuses to be tested or to sign the testing form, the test is considered to be positive and the laboratory will immediately notify the Designated Employer Representative.

VIII. WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS?

A. Positive alcohol tests:

1. Alcohol tests at or above 0.040 but under 0.060:
 - a) A test of less than 0.040 shall not be considered a positive test.
 - b) If a test for alcohol results in at least 0.040 but less than 0.060, the employee will immediately be sent home without loss of pay on each occasion and receive a "Written Warning". This warning will be placed in the employee's personnel file.
 - c) No return to duty test is required for an alcohol test result less than 0.060.
2. Alcohol tests at or above 0.060:
 - a) First positive: One (1) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
 - b) Second Positive within three (3) years: ten (10) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
 - c) Third Positive within three (3) years: thirty (30) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
 - d) Fourth Positive within three (3) years: discharge.
 - e) Return to Duty testing is required for Public Safety Personnel who have tested positive for an alcohol concentration of 0.060 or above before they return to work. MRO and/or SAP authorized return to duty tests will be paid for by the employer.

- f) Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow-up testing may continue for up to three years.

3. Positive drug tests:

- a) First Positive: Five (5) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
- b) Second Positive within three (3) years: discharge.
- c) Return to Duty testing is required for Public Safety Personnel who have tested positive for illegal drugs and/or controlled substances before they return to work. MRO/SAP authorized return to duty tests will be paid for by the employer.
- d) Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow-up testing may continue for up to three years.

IX. General Provisions for Alcohol and Drug Testing

- a) Payment of recommended programs will be covered by the employee's health insurance according to the terms set forth in the policy, i.e. deductibles and co-payments are the responsibility of the employee.
- b) If an employee has an Adulterated Alcohol/Drug Test (i.e. the specimen had been tampered with by the employee) it will be considered a refusal to test and shall be subject to penalties the same as a positive test.

X. WHERE CAN I GO FOR HELP?

This policy requires that the employer provide employees with an opportunity for treatment. Absences from work needed for treatment shall be covered by applicable sick leave and/or FMLA policies and procedures. If an employee violates an alcohol or drug prohibition, the employee must be evaluated by a substance abuse professional to determine what help is needed, and is subject to disciplinary action up to and including termination, as specified above.

XI. WHEN CAN EMPLOYEE RETURN TO WORK?

- 1. Before returning to a public safety position, the employee must:
 - a) Have an alcohol concentration of less than 0.04, or a verified negative drug test, depending on the violation,
 - b) Complete a recommended program of treatment, if any,
 - c) Complete up to six follow-up tests within the first year back to work (follow-up testing may be done for up to three years after return to work.)

XII. ENFORCEMENT

All supervisors will be expected to enforce the Alcohol and Controlled Substances Testing Policy for Public Safety Personnel consistent with its terms and conditions. As used in this Article the term Supervisor or Superior Officer shall only apply to employees holding the rank of Lieutenant and above and shall exclude employees holding the rank of Sergeant.

XIII. TRANSPORTATION OF EMPLOYEE(S)

- a) If an employee is subject to testing through a post-incident or reasonable suspicion test, the University will transport the employee to the testing site and make transportation available from the testing site to his or her home.
- b) Upon notification of a positive drug test, if the employee is on-duty, the University will arrange for transportation for the employee to his or her home.

XIV. REFILL OF POSITION

The University reserves the right to refill positions as necessary.

XV. USE OF EMPLOYEES' TIME

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

APPENDIX D: Physical & Psychological Fitness Policy

I. Purpose:

An individual's ability to successfully perform the essential functions of the job of police officer is directly related to his or her level of physical and mental fitness. As such, the goal of the Department is to ensure the physiological and psychological fitness of its employees to meet the physical and mental demands of the profession as consistent with recognized business necessity, legal precedent, and the Americans with Disabilities Act (3 USC § 411).

II. Mandatory Physical Exams:

- A. Prior to employment, all police applicants are required to pass both a physical and a psychological examination, with the cost to be borne by the University.
- B. The terms "employee" and "employees" as used hereinafter in this Agreement refer to employees holding the rank of Lieutenant.
- C. The University and the Union agree, any employee who was appointed to this unit prior to January 1, 2016, shall be excluded from participating in the mandatory annual physical fitness examination outlined in Section V. At any time, the employee(s) may withdraw his/her exclusionary right to participate in the program. Once an employee withdraws his/her right, he/she will be subjected to this Agreement.

III. Essential Physical Abilities:

- A. Police officers, by the nature of their job duties, are required to maintain an above average level of physical fitness necessary to perform those tasks that may be required on the job. All police officers will participate in the physical fitness program and be subject to the standards set forth therein. Police officers who are unable to participate in the physical fitness assessment or testing may be temporarily waived from the standard by the Chief of Police upon medical proof of a condition that would prevent them from completing either the assessment or testing.
- B. Any employee who fails to participate in the physical fitness test, shall refer to Section VI (six) of this Agreement.
- C. In order to support Officers in maintaining their physical fitness level, the Department will provide gym memberships to the University of Massachusetts Boston Beacons Fitness Center. In order to use this facility the following parameters must be utilized:

Prior to using the Beacon Fitness Center, employees must read and sign a waiver form (Appendix: Beacons Fitness Waiver) and submit the signed waiver to the Office of the Chief of Police.

IV. Medical Screening:

- A. To ensure that participants are able to safely engage in strenuous physical exercise, each employee governed by this Agreement must pass a cursory medical screening prior to taking the test or provide medical documentation on a form provided by the Department from the employee's primary care provider attesting to the employee's fitness to perform the standards set forth within Section V (five) of this Agreement. The employee shall bear the cost of the medical screening.

- B. Medical documentation must be dated and signed by the employee's primary care physician within five (5) days prior to the test.
- C. An employee who, as a result of the cursory medical screening, is not medically cleared to participate in the physical fitness test and/or who is unable to provide the medical documentation from the employee's primary care provider clearing the employee to participate in the physical fitness test shall be considered to have failed the test.
- D. Any employee, who fails to pass the physical fitness test, shall refer to Section VI (six) of this Agreement.

V. Physical Fitness Examination:

- A. Physical fitness examination will be required on an annual basis with the intention to ensure that Police Officers comply with basic standards of muscular strength and aerobic fitness. The time interval between the medical screening and the annual physical fitness testing will be at least forty-five (45) days (not including re-tests).
- B. Upon the signing of this agreement, the initial phase of the examination process shall be implemented solely for the purposes of establishing employee base-line physical fitness performance data, and shall not be used to expose the employee to either the multiple examination or the employment evaluation provisions of Section VI (six) of this Article.
- C. The physical fitness examination will be valid and job-related. The test events will be linked to the essential functions of the job. Employee performance within the context of the above will be assessed by applying the Cooper Institute's single standard chart and a passing score derived from the actual scores of job incumbents.
- D. The physical fitness testing will be conducted by the Chief of Police or designee. The designee will turn over the results of individual tests to the Office of the Chief of Police for evaluation and/or action.
- E. Employees who are having difficulty meeting the physical fitness standards due to injury or illness are responsible for notifying the Office of the Chief of Police in writing of their difficulties. The Office of the Chief of Police will take those difficulties into consideration when scheduling the individuals for their fitness test.
- F. The physical fitness standards will be prescribed by the Cooper Institute's single standard chart. Annual tests will be conducted with the minimum standard for performance to fall within the 60th percentile of the single standard chart. It is understood the Cooper Standard may change over time and the most recent standards will be the basis of the evaluation.
- G. The Department of Public Safety will make available a Physical Fitness Test Preparation Guide to all employees who shall take the Physical Fitness Examination referenced in this section. The Test Preparation Guide will provide information on the components of the Physical Fitness Examination, exercise helpful in test preparation linked to each event in the test, and an outline of a healthy nutrition regimen. The Test Preparation Guide will outline a twelve (12) week program that will help employees prepare to take the Physical Fitness Examination.

H. Employees are required to take all components of the test within their respective category (See chart). The physical fitness test is comprised of the following components and will be performed in the order listed. In order to pass the test, employees must meet the minimum score of the 60th percentile in all four tests.

1. **1.5 Mile Run:** This is a measure of aerobic power or vascular system capability to transport oxygen. This is the foundation for almost all physical tasks. Example: Use of force incident or administering one man CPR.
2. **Push-ups:** This is a measure of dynamic upper body strength. This is an important part of any dynamic physical exertion scenario. Example: Gaining physical control of a suspect or clearing a roadway.
3. **Sit-ups:** This is a test of the muscular endurance of the trunk including the abdominal muscles and hip flexors. This is an important factor in a use of force scenario and minimizing lower back problems. Example: Gaining control of a suspect.
4. **Vertical Jump:** This is a measure of jumping or explosive power. This is an important factor in exerting pursuit tasks that require jumping or vaulting. Example: Scaling a fence.

MALE: 60th Percentile				
AGE	RUN-1.5 MILE	PUSH-UPS (1m)	SIT-UPS (1m)	Vertical Jump (Inch)
20-29	11m 27s	37	42	21.5
30-39	11m 49s	30	39	20.0
40-49	12m 25s	24	34	17.0
50-59	13m 53s	19	28	15.0
60+	16m 19s	18	22	-----

FEMALE: 60th Percentile				
AGE	RUN-1.5 MILE	PUSH-UPS (1m)	SIT-UPS (1m)	Vertical Jump (Inch)
20-29	13m 25s	21	38	15.9
30-39	14m 33s	15	29	13.2
40-49	15m 17s	13	24	11.5
50-59	17m 19s	-----	20	-----
60+	-----	-----	11	-----

VI. Failing the Physical Fitness Examination:

1. If an employee fails to pass the physical fitness examination, pursuant to the standards as referenced in Section V (five), he/she will be eligible to undergo a further test not more than twelve (12) weeks following the first physical fitness examination, but as soon as such employee desires to take a re-test with proper medical clearance. No employee will be required to take the test prior to twelve (12) weeks from the administration of the last test. The Employer recommends a period of training for the employee between re-tests.

2. If an employee fails to pass the second test, pursuant to the standards as referenced in Section V (five), the employee will be eligible to undergo a third test not more than twelve (12) weeks following the administration of the second test. An employee may take the re-test at any point within the twelve (12) week time frame, with proper medical clearance. No employee will be required to take the test prior to twelve (12) weeks from the administration of the last test. The exact date of the third test will be provided to the employee not less than two (2) weeks prior to the date established for the third test. The third test will be conducted and results will be determined in full conformance with the context of the first test.
3. If an employee, subject to taking the second or third tests, is on authorized leave during the periods for such tests, as related above, such tests will be administered as soon as practicable upon the employee's return from such leave. An employee's failure to pass the first or second physical fitness test will not result in any alteration of assignment or benefit entitlement.
4. If an employee fails to pass the third examination, pursuant to the standards as referenced in Section IV (five) of this Article, the issue of the employee's continued employment will be subject to review and to disposition consistent with section IX of the article.
5. Notwithstanding the foregoing, where an employee's failure to achieve a passing result in any of the examinations, as referenced in Section V (five) of this Article, can be attributable in whole or in part to an impairment or a condition existing as of his/her initial entry into the Department of Public Safety, or to injury, illness or incapacity, such employee's continued employment will be subject to review and to disposition consistent with Article IX (nine) and all relevant circumstances, including accommodations required by relevant law; provided, however, that where an employee's failure to achieve a passing result on the physical fitness examination is due to a temporary injury, illness or incapacity, such employee shall continue to be employed with duties adapted to such injury, illness or incapacity until such time as the employee shall achieve a passing result on the physical fitness examination. Examples of a temporary injury are: broken bones set in casts, accident injuries that require medical care but gradually go away, and including, but not limited to; pregnancy.

VII. Gym Membership

The Department of Public Safety agrees to provide Union members with a gym membership at the University of Massachusetts Boston Beacons Fitness Center.

VIII. Incentive Program

The Department of Public Safety will cooperatively set a physical fitness standard and conduct an annual test. Employees who achieve a score within or above the 70th percentile, in all four (4) components defined in Section V-H shall receive a lump sum payment of \$1000.00, which shall be payable within 45 days of the fitness test.

MALE: 70th Percentile				
AGE	RUN-1.5 MILE	PUSH-UPS (1m)	SIT-UPS (1m)	Vertical Jump (Inch)
20-29	10m 49s	41	45	22.5
30-39	11m 09s	34	41	21.0
40-49	11m 52s	26	36	18.0
50-59	12m 53s	21	31	16.0
60+	10m 49s	21	26	-----

FEMALE: 70th Percentile				
AGE	RUN-1.5 MILE	PUSH-UPS (1m)	SIT-UPS (1m)	Vertical Jump (Inch)
20-29	12m 51s	24	41	16.3
30-39	13m 41s	18	32	14.9
40-49	14m 33s	14	27	12.3
50-59	16m 26s	-----	22	-----
60+	-----	-----	12	-----

IX. Fitness for Duty Evaluation

- A. Given the nature of some positions at the Department of Public Safety, it is important that employees are capable of completing necessary job related functions for their current assignment. All employees shall maintain sufficient physical conditioning and psychological wellness to enable them to perform these functions. An employee who is unable to either physically or psychologically complete the tasks necessary for their job classification may place themselves, their fellow employees and/or the community at risk.
- B. The Chief of Police or designee may order an employee to be examined by a department approved licensed physician, psychologist, or psychiatrist to determine the officer's ability to perform the essential physical and mental abilities of the job functions under any of the following circumstances:
 1. An employee has demonstrated an observable physical or psychological deficiency in the performance of necessary job tasks.
 2. A sworn police officer has failed to pass the physical fitness test in accordance with the Physical and Psychological Fitness Policy.
 3. An employee has reported a medical condition, where either the condition or the treatment of said condition may prevent an employee from engaging in all necessary job tasks.
- C. The Chief of Police or designee must be able to reasonably articulate that an employee cannot fully perform the functional tasks of their job to order an employee to submit to a fitness for duty evaluation.
- D. Any employee or supervisor who observes an officer who he or she believes is incapable of meeting these essential physical abilities, or who he or she believes may not be psychologically competent, shall notify the Chief of Police in writing.
- E. The cost of the fitness for duty evaluation will be borne by the Department.
- F. The Chief of Police may, upon review of an evaluation conducted by a licensed physician, psychiatrist, or psychologist, determine that an officer is unable to perform the essential physical and/or mental functions of the job and remove the officer from full duty status until such time as the officer is able to meet such requirements.

Appendix E: Successor Bargaining MOA

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is by and between the University of Massachusetts Boston ("University"), and the international brotherhood of Teamsters("Union"), collectively, "the Parties," and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2020 through June 30, 2023. This agreement covers the term July 1, 2023 through June 30, 2024. The parties will as promptly and as feasibly incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions for the July 1, 2023 through June 30, 2024 agreement otherwise the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties have agreed to the following changes:

1) Amend Article 14 Section 1 Employee Compensation to read as follows:


Salary Increases

- A. Effective the first full pay period in July 2023, each bargaining unit member shall receive a base rate increase of four percent (4%).
- B. Effective the first full pay period in January 2024, each bargaining unit member shall receive a base rate increase of four percent (4%).
- C. A Classification/Adjustment Pool equal to \$500.00 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Classification/Adjustment Pool shall be determined based on the average number of bargaining unit members for the last calendar year from May 1, 2022 – May 1, 2023 and shall be distributed in accordance with Section D below.
- D. The Classification /Adjustment Pool, referenced in Section C above, shall be added to the annual amount to purchase/replace uniforms and equipment in accordance with departmental requirements.
 - a. Effective July 1, the annual amount shall be two thousand five hundred dollars (\$2,500) to be as follows:

i. On or before October 1 st	\$1250
ii. On or before May 1 st	\$1250
- E. To be eligible for any adjustment increases contained in paragraphs A, B, and C an employee must have been on the payroll, including on authorized leaves of absences, on the effective date of such compensation increases, and either (a) on the payroll, including on authorized leaves of absences, during the pay period during which such increase is implemented; or (b) retired, deceased, or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or any retroactive pay. A furlough shall be considered to be an authorized leave of absence.

The parties will integrate these agreed changes into a complete contract as soon as feasible. In witness of these agreements the duly authorized representatives of the parties affix their signatures below.

 5/26/23


Jason A. Lopez

