

**AGREEMENT BETWEEN**  
**THE BOARD OF TRUSTEES**  
**OF THE UNIVERSITY OF MASSACHUSETTS**  
**AND**  
**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION**  
**LOCAL 280**  
**JULY 1, 2017 – JUNE 30, 2020**

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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 280, New England Police Benevolent Association, 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 police patrol officers, including communication dispatchers, I, II, and III in the Unit as defined by DLR Case No. SCR-17-6187. Specifically excluding all sergeants, lieutenants and all other superior officer managerial and/or confidential employees.**

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 this Agreement in all respects supplants all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated there under, namely: the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A: Paragraphs (4) and (5) (Gray Book), formerly paragraphs 5 and 6 of Section Forty-Five; paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

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; and
24. 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 G.L. c. 150E, as amended.

**Article 4**  
**Union Security - Dues Checkoff**

**Section 1.**

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

**Section 2.**

A bargaining unit member may consent in writing to the authorization of the deduction of union dues from his/her wages. The University agrees to deduct from the pay of bargaining unit members 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 each payroll period and remit to the Local Union. 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.

## **Section 6.**

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 Checkoff 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.

## **Article 5. Intentionally Left Blank**

## **Article 6** **Union Business**

### **Section 1. Grievance Processing**

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

Union Officers shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for 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. 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. Such leave will require the prior approval of the CEO.
- B. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor-management meetings. Such leave will require the prior approval of the CEO.

## **Section 3. Attendance at Hearings**

Representatives and officers 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 CEO.

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 CEO.

## **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. 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. University Provision of Information**

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

- A. Every three months a list of all new employees in the bargaining unit, date of employment and classification.
- B. Every six months a list of all employees in the unit who have been terminated.
- C. A list of all employees in the unit who withdraw check off authorization within two months of such withdrawal.
- D. Every six months, a list of employees in the bargaining unit and their titles and last dates of hire.

Where the University has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

#### **Section 7. 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, age, mental or physical handicap.

## **Section 2.**

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

## **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.
- 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 five (5) 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.
- D. The University agrees to keep in effect its existing schedule called the "4-2" day-off schedule and arrangements attendant thereto.

## **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 hours per week.
- B. An employee whose regular work is less than forty 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 hours in his/her regular workday 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. 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 University. Effective with the signing of this agreement, 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 employees in each work location who ordinarily perform such related work in the normal course of their work week. Overtime distribution shall afford patrol officers and sergeants first option of assignments consistent with their classifications. If no patrol officers or sergeants are available to work overtime, the University may offer the overtime assignment to other academy trained police officers, or require patrol officers or sergeants to work the overtime assignment.

For example, when an overtime assignment becomes available consistent with a patrol officer's classification, patrol officers shall be given the first option of assignment. If an overtime assignment remains unfilled after first offering the opportunity to the patrol officers, sergeants shall be given the next option of assignment. If an overtime assignment remains unfilled the University may offer the overtime assignment to other academy trained police officers or require a patrol officer to work the assignment and if no patrol officer is available to work the assignment, a sergeant can be required to work the assignment.

This same process shall be followed when an overtime assignment becomes available consistent with a sergeant's classification, in that sergeants will be given the first option of assignment, etc.

- 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.
- J. The University shall keep records of the overtime work and make same available for inspection by the Union at reasonable times.

### **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 afford patrol officers and sergeants first option of assignments. If no patrol officers or sergeants are available to work, the University shall provide detail assignment to other academy trained police officers and/or other qualified person(s) who are capable of carrying out the required duties of the detail.

For example, when a detail assignment becomes available, patrol officers shall be given the first option of assignment. If a detail assignment remains unfilled after first offering the opportunity to the patrol officers, sergeants shall be given the next option of assignment. If a detail assignment remains unfilled after offering the opportunity to the sergeants, the University will provide this detail assignment to other academy trained police officers and/or other qualified person(s) who are capable of carrying out the required duties of the detail.

This same process shall be followed when a detail assignment becomes available consistent with a sergeant's classification, in that sergeants will be given the first option of assignment, etc.

- C. For details as defined in this Agreement employees shall be paid a flat hourly rate to be determined by the Director of Public Safety and the Union; but in no case for patrol officers shall such rate be less than \$47.00 upon execution of this Agreement, \$48.00 effective July 1, 2015 and \$49.00 effective July 1, 2016 and for Sergeants such rate shall not be less than \$51.00 upon execution of this Agreement, \$52.00 effective July 1, 2015 and \$53.00 effective July 1, 2016. Employees shall receive a minimum of four hours pay for each detail. This article shall be effective moving forward from the date of the execution of this Agreement.
- 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 effort to provide officers assigned to a detail at least four (4) hours notice in the event of a cancellation. If the requestor fails to notify the department within the above specified time limit, any officer 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.
- E. Members of the bargaining unit shall have the right of first refusal for any and all details and/or overtime before the University calls an outside source.

## **Section 7. Roll Call Pay**

Notwithstanding the provisions for premium pay for overtime work contained in Section 2 of this Article, employees 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. Field Training Officers**

Employees assigned as “field training officers” shall receive, in addition to their regular pay, ten(10) hours of overtime pay for the preparation of written reports relating to the trainees’ performance and progress, calculated in accordance with Section 2(A) of this Article for each week worked in such assignment; *provided*, that the Director of Public Safety or his/her designee shall have sole discretion in the assignment to or removal from such assignment and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28.

## **Section 9. 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 **“Campus Closure Policy and Procedures”** as may be amended from time to time until such time when the University announces the University is reopening.

- a) When the University closes during or before a shift, employees shall be compensated for their regular shift, as if they had worked **provided that, any employee who is scheduled to be absent due to authorized vacation, sick, or personal leave during an inclement weather or hazardous condition shall not be compensated.**
- b) **In addition to paragraph (a), any Unit member who reports to work during a period of closing shall be compensated at a rate of time-and-one half their regular pay during all such work during a period of closing.**
- c) **In the rare case that a Dispatcher and/or a Patrol Officer has been mandated to work an overtime assignment, and during that overtime assignment the University announces a closing or delayed opening in accordance with policy, the employee shall be compensated at a rate of time-and-one half their regular pay and in addition, earn compensatory time for all hours worked during the closure.**

**Article 9**  
**Leave**

**Section 1. Sick Leave**

- (a) Effective June 30, 1996, a full-time employee 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 more than five (5) consecutive days because of illness or injury, be examined by a physician designated by the University and/or by a physician of the employee's choosing. 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<sup>1/2</sup>) 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.

## **Section 2. Sick Leave Abuse**

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 3. Paid Personal Leave**

Effective July 2009, 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 4. Bereavement Leave**

Upon evidence, satisfactory to the 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 Director of Public Safety the death of one of the above named relatives, and may be granted at the discretion of the Director of Public Safety.

#### **Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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.

### **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 (55) months	5/6 day per month (total of 10 days per year)
Fifty-five (55) months, but less than one hundred fifteen (115) months.	1¼ days per month (total of 15 days per year)
One hundred fifteen (115) months, but less than two hundred thirty-five (235) months.	1⅔ 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 the execution of this contract shall carry more than 64 days of vacation leave credit. For unit members hired on or after the execution date of this agreement 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.

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 an officer has requested and received approval for vacation pursuant to this article another officer may not bump that officer from his/her approved vacation. The same procedures shall apply to Dispatchers.

#### **Section 17.**

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

#### **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 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 Director of Public Safety or his/her designee.

## **Article 12** **Holidays**

### **Section 1.**

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Jr, Day	Labor Day
Presidents' Day	Columbus Day
Veterans' Day	Thanksgiving Day
Patriots' Day	Christmas Day
Memorial 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 therefor. 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

### **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 Expenses**

### **Section 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, not to exceed the following amounts:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$6.00	3:01 A.M. to 9:00 A.M.
Lunch	\$7.00	9:01 A.M. to 3:00 P.M.
Supper	\$11.50	3:01 P.M. to 9:00 P.M.

- B. On the first day of assignment to duty in excess of twenty -four hours employees shall not be reimbursed for breakfast if such assignment commences after six a.m., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten p.m.
- C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before six p.m.

- E. 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. Annual Salary Rate Increase**

- a) Effective the first full pay period in July 2017 a 1% increase
- b) Effective the first full pay period in July 2017 a 1% increase conditioned on aggregate state revenues for fiscal year 2018 exceeding \$27.072 billion.

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

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

- c) Effective the first full pay period July 1, 2018 a 2% increase
- d) Effective the first full pay-period in July 2019, the salary adjustments pursuant to this Agreement use the following chart as the base for calculations.

Effective Date	Grade	Step 1 Biweekly	Step 2 Biweekly	Step 3 Biweekly	Step 4 Biweekly	Step 5 Biweekly	Step 6 Biweekly	Step 7 Biweekly
7/1/19	13	\$1677.28	\$1770.09	\$1862.97	\$1956.11	\$1989.30	\$2027.23	\$2066.17
7/1/19	14	\$1744.89	\$1854.78	\$1964.50	\$2074.47	\$2120.43	\$2150.88	\$2192.28
7/1/19	15E	\$2071.04	\$2205.52	\$2339.90	\$2474.32	\$2532.64	\$2580.45	\$2629.48

e) Effective the first full pay period July 1, 2019 a 2% increase

To be eligible for the salary adjustments described in this Article the employee must be a member of the bargaining unit on the effective date of any such adjustment; provided that, in the event that any such adjustment is implemented after the effective date, the employee must also be employed by the University on the check date on which any retroactive payment is implemented.

### **Section 3. Step Rate Increases and Promotions**

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

In the event an employee is denied a step rate increase by his/her CEO, he/she shall be given a written statement of reasons therefore 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.

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

### **Section 4. General Provisions**

- A. Salary rates of full-time employees are set forth in the Appendices in this Article which are attached hereto and hereby made a part of this Article.

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

#### **Section 5. Regular Part-Time Employees**

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

#### **Section 6. Salary Adjustment for Employees Entering From Other State Bargaining Units.**

- A. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.
- C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

## Section 7:

### A. Detectives

Two or more employees may be assigned to the position of detective; *provided*, that the 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. **Effective July 1, 2019 an employee assigned to this position shall receive an annual stipend of one thousand five hundred dollars (\$1,500).**

### B. Information Technology Specialist

One or more employees may be assigned to the position of information technology specialist; *provided*, that the 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. **Effective July 1, 2019 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 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. **Effective July 1, 2019 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 five**

**hundred dollars (\$1,500.00) effective July 1, 2019;** provided, that the 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. Cadet Supervisor

Effective the date of this Agreement the University shall add a Cadet Supervisor position at an annual stipend of \$1,200. Effective January 15, 2016 the annual stipend shall be increased to \$1,350 per full year.

The Chief of Police may authorize a cadet(s) to issue parking tickets pursuant to applicable laws of the Commonwealth.

F. Base Salary Increase

Whenever an employee is assigned to a position pursuant to paragraphs A through E of this section, his/her annual base salary shall be increased by stipend amount, described in paragraphs A through E, 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 8.**

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the agreement. However, former bargaining unit members who died, retired or transferred out of the bargaining unit, but remained in the employ of the University during the period January 1, 1999 and the execution date of this Agreement, shall receive appropriate increases as provided in this Article for their period of employment.

**Section 9. Salary Adjustment for Prior Experience**

The Director of Public Safety or his/her designee may credit the prior relevant experience of any new employee by placing such new employee at an initial step-in-grade commensurate with such prior relevant experience; *provided*, that any such

advancement in such new employee's step-in-grade shall not affect his/her seniority as defined in Article 17 of this Agreement.

#### **Section 10. Officer in Charge**

Effective July 1, 2019, the Director of Public Safety or his/her designee may assign any member of the bargaining unit to act as Officer in Charge on any shift on which no ranking officer is available; provided that, in any such case where a member of the bargaining unit is so assigned, such member of the bargaining unit shall receive, in addition to his regular base pay, two (2) hours of overtime pay. This section shall also apply when the bargaining unit member given such assignment is already on overtime status

#### **Section 11. Stipends**

Effective July 1, 2019, the parties agree the University will provide an annual stipend, totaling \$400.00, to sworn officers for completing any one (1) 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 (Suffolk County).

#### **Section 12. Education Incentive**

Effective July 1, 2019 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 to be distributed on or before November 1<sup>st</sup> :

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 that 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, **(\$16.50)** per calendar week.

### **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 a 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 sworn police officer.

### **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 Sergeant, 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**

#### **Annual Shift Selection and Shift Preference**

Effective July 1, 2015, there shall be an annual bid for shift selection for all patrol officer shifts, patrol supervisor shifts, dispatcher shifts and dispatcher supervisor shifts excluding special services positions, as determined by the Chief/Director of Public Safety. Shift selection shall be posted by the Director of Public Safety no later than December 1 of each year, and shall remain open until December 15. Officers and dispatchers will be eligible to bid on up to three (3) shifts, ranked in order of preference. Shifts awarded during the annual shift bid will be effective on the Sunday immediately preceding the first week of school in the Spring semester.

Effective July 1, 2015, there shall be an annual bid for rotations for all patrol officer, patrol supervisors, dispatchers and dispatcher supervisor excluding special services positions, as determined by the Chief/Director of Public Safety. Rotations shall be posted by the Director of Public Safety no later than December 1 of each year, and

shall remain open until December 15. Officers and dispatchers will be eligible to bid on up to three (3) rotations, ranked in order of preference. Rotations awarded during the annual rotation bid will be effective on the Sunday immediately preceding the first week of school in the Spring semester. While rotation assignments will normally be made pursuant to the above bid process and not unreasonably denied the final assignment of rotations may be based on the needs of the University. In the event rotations are not assigned by the bid selection process the Union shall be notified. All decisions pursuant to this paragraph dealing with rotations are not subject to the grievance process.

Once the bid for either shifts and/or rotations is closed, selection as provided above will be granted on the basis of classification seniority, subject to the following conditions:

- A. New employees in the bargaining unit, during their probationary periods, may be placed on any shift and/or rotation by the Director of Public Safety, and such placement shall not be considered an "opening" for purposes of shift and/or rotation preference and bidding, but shall be considered an "opening" upon the completion of the probationary period.

## **Article 19**

### **Probationary Employees**

#### **Section 1.**

Employees newly hired or transferred into the bargaining unit shall be considered probationary through twelve (12) continuous months of service, beginning on the date on which they report for duty following the successful completion of any required academy training; provided that, where the University accepts prior academy training, employees newly hired or transferred into the bargaining unit shall be considered probationary through twelve (12) continuous months of service, beginning on the date on which they report for duty.

#### **Section 2.**

The starting date for unit members shall be the date the unit member started work in his/her current position unless the contract provides otherwise. In the event two or more unit members started on the same date for the same position seniority shall be determined by prior law enforcement experience as determined by the Chief/Director of

Public Safety and in the event of the same experience by the highest Grade Point Average earned at the Academy.

### **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 the successful completion of the Academy, 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 Executive Officer of the Campus 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 Executive Officer of the Campus, or designee.

### **Section 7.**

Each new employee shall at the time of employment, be required to enter into a written agreement to remain in his/her position of police officer at the University for a period of not less than three (3) years (excluding unpaid leave of absence) following successful completion of Police Academy training and certification by the Massachusetts Municipal Police Training Committee, unless excused from his/her obligation by the University. If an employee fails to fulfill this requirement by voluntarily resigning from his/her position, he/she shall be responsible for reimbursing the University for costs relating to the Police Academy training, excluding travel and salary, up to an amount of five thousand two hundred and fifty dollars (\$5,250).

The repayment schedule shall be:

- year of service 100% of costs; not to exceed \$5,250
- 13 months – 2 years of service 50% of costs; not to exceed \$2,625
- Greater than 2 years but no longer than 3 years 25% of costs; not to exceed \$1,312.50

## **Article 20**

### **Layoff & Recall Procedures**

#### **Section 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**

### **Section1. 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) 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, complete and transmit to his/her supervisor the form attached (Appendix C). The supervisor shall, thereupon, complete the applicable portion of the form and transmit the same to the Chief Executive Officer of the Campus, 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 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 Remission**

**Section 1. Tuition Discount Program**

A. Tuition Credits

1. 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.
2. 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.

B. 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).

- C. 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 s/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, Lieutenant, Sergeant) 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 Director of Public Safety or his/her designee shall develop and promulgate orders and procedures for the assignment and use of the LEAPS, CJIS, or ALARS 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 disrupts 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, or ALARS 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 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 personal 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 in the first instance.

## **Section 3.**

No employee shall be suspended, discharged, or demoted without a hearing; provided that the Director of Public Safety or his/her designee or any sergeant or senior officer acting as OIC 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.**

This section deleted and superseded by section 3, above.

## **Section 5.**

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 6.**

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 his/her Immediate Supervisor, 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. Within three (3) days after receipt of such notice, the Immediate Supervisor shall meet or arrange to meet with the Union and/or the grievant in an attempt to resolve the grievance. If within five (5) days after such meeting, the Union and/or the grievant and the Immediate Supervisor have failed to agree upon resolution of the grievance, the Union and/or the grievant may elect to proceed to the next level.

- B. Step 2: Department Head

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the final time period provided for in Step 1, he/she or the Union shall file the written grievance with the Department Head. The Department Head 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.

- C. Step 3: Chief Executive Officer or 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 an/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.

D. Step 4: 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.

E. Step 5: 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.

F. 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 Files**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

Upon written request of the employee, 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 2.**

To the extent practicable, performance evaluation of an employee shall be completed by mid-September, with the exception of a probationary employee who shall be evaluated in accordance with Article 19.

## **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 a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" 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 4 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 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.

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.

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

### Article 33

#### Uniforms

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

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, 2019, the annual amount shall be one thousand, five hundred dollars (\$1,500) to be distributed as follows:**

**On or before October 1<sup>st</sup>:     \$750.00**

**On or before May 1<sup>st</sup>:         \$750.00**

The Director of Public Safety will provide a list of authorized uniform components annually. No substitutions may be made without the specific approval of the 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 two (2) year period from **July 1, 2017 to June 30, 2020** 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, **2020**. 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.

### **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 and testing based on reasonable suspicion. 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 such employees will be required 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 (unless prescribed by a physician and used according to the directions), containing alcohol
- d) **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.

- e) **Public Safety Personnel** – All unit members who are employed with the University Public Safety Department
- f) **Public Safety Supervisor**–The term Supervisor or Superior Officer shall only apply to employees holding the rank of Sergeant and above.
- g) **Medical Review Officer (MRO)** – A licensed physician (MD or OD) responsible for interpreting lab results from the Alcohol and Drug Testing/Screening Program
- h) **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.
- i) **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.
- j) **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 0.02 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 motor vehicle accident **causing serious injury or fatality** must submit a test 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. All personnel may request to have their Union representative present before a test is administered.
- 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, is used in accordance with the instructions, and does not interfere with one's ability to perform the functions of his or her position in a satisfactory manner.
- a) 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.
  - b) 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.
  - c) Public Safety Personnel shall not refuse to submit to drug testing. Refusal shall be considered a positive test. All personnel may request to have their Union representative present before a test is administered.

#### **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 serious property damage.
  - c) Where the actions of an on-duty employee which 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. Prior to any testing any unit member shall have the ability to contact a Union Representative.
  - 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 0.02 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.

**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. All drug and alcohol testing will follow the same guidelines as set forth in Section IV, Subsection B, paragraph 2 (Reasonable Suspicion)

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

**A. Positive alcohol tests:**

- 1. Alcohol tests at or above 0.02 but under 0.04:
  - a) A test of less than 0.02 shall not be considered a positive test.
  - b) If a test for alcohol results in at least 0.02 but less than 0.04, the employee will immediately be sent home and receive a three (3) day suspension without pay. This reprimand will be placed in the employee's personnel file. The employee will then have a scheduled

meeting, with representation, to discuss the parameters of any/all discipline.

- c) No return to duty test is required for an alcohol test result less than 0.04.

2. Alcohol tests at or above 0.04:

- a) First positive: Following a hearing with employee, Union representation and administration a Five (5) day unpaid suspension. The employee must show successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO). Programs that are in close proximity to the employee's residence will always be considered first choice by The University.
- b) Second Positive within three (3) years: Ten days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO). Programs that are in close proximity to employee's residence will always be considered first choice by The University.
- 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). ). Programs that are in close proximity to employee's residence will always be considered first choice by The University.
- d) Fourth Positive within three (3) years: Possibility of Discharge after formal hearing.
- e) Return to Duty testing is required for Public Safety Personnel who have tested positive for an alcohol concentration of 0.04 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. Prior to any testing the unit member shall have the opportunity to contact a Union representative.

3. Positive drug tests:

- a) First Positive: Ten (10) 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: Possibility of Discharge after formal hearing.
- 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.

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.

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. However, in some circumstances, acts of commission or omission may require imposition of severe sanctions in the first instance.

## **VII. 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.

## **VIII. 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.

## **IX. 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 0.02, or a verified negative drug test, depending on the violation,
  - b) Complete any recommended program of treatment.
  - 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).

## **X. 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 Sergeant and above.

## **XI. 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.

## **XII. REFILL OF POSITION**

The University reserves the right to refill positions as necessary.

### **XIII. USE OF EMPLOYEES' TIME**

Separate from any disciplinary action referenced in this policy, should the employee be required to be out of work in a paid status 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 be able to use any available time they have earned, or been awarded through their CBA in any order they see fit. Any days necessary after that may be unpaid.

#### **Side Letter-Joint Overtime Committee**

The parties shall convene a joint committee to review options for implementation of overtime in 4-2 schedule, the current overtime calculation method and to discuss the use of sick time from the calculation as hours worked for overtime purposes. Absent an agreement between the parties, the current provisions of the collective bargaining agreement shall remain in effect.

#### **Compensatory Time**

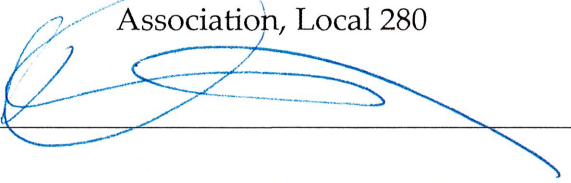
Effective July 1, 2019 when any member of the UMass Boston Police Local #280 either elects to take overtime, or is ordered to accept a shift, said member shall have the option to accept payment for that shift in the form of compensatory time. Compensatory time shall be calculated at a rate that is equivalent to the overtime pay rate which is the rate of 1.5 hours pay for each hour worked. (For example 8 hours worked will calculate to 12 hours of compensatory time.) No member shall convert more than 24 hours of overtime into compensatory time through this process. This 24 hour total will be in addition to any compensatory time that can already be accrued through the collective bargaining agreement.

#### **Memorandum of Agreement - Fitness Policy**

NEPBA, Local 280, and the University of Massachusetts, Boston, hereby agree to establish a joint labor Management committee consisting of two (2) members appointed by the Union, and two (2) members appointed by the Administration. This Committee shall have as its sole agenda the development and implementation of a Physical and Psychological Fitness policy for the members of this bargaining unit. The committee shall meet no later than February 28, 2019, to begin its deliberations. This committee shall be separate from any existing Labor/Management Committee that exists between the parties

Signed and executed by the parties on this day, July 18, 2019

New England Police Benevolent  
Association, Local 280



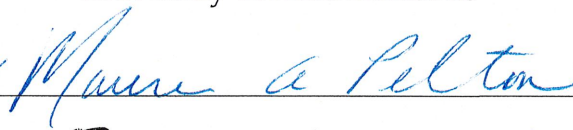
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For the Board of Trustees,  
University of Massachusetts



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Date:

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## SALARY CHARTS

### NEPBA Local 280 Salary Chart beginning the first full pay period of July 2017 (1%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	\$1,515.36	\$1,606.39	\$1,697.51	\$1,788.59	\$1,879.67	\$1,924.50	\$1,961.28
14	\$1,576.45	\$1,683.26	\$1,790.02	\$1,896.81	\$2,003.58	\$2,041.89	\$2,080.98
15E	\$1,871.16	\$2,001.58	\$2,132.05	\$2,262.52	\$2,393.00	\$2,449.61	\$2,496.05

### NEPBA Local 280 Salary Chart beginning the first full pay period of July 2017 (1%)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	\$1,530.52	\$1,622.46	\$1,714.48	\$1,806.47	\$1,898.47	\$1,943.75	\$1,980.89
14	\$1,592.21	\$1,700.09	\$1,807.92	\$1,915.78	\$2,023.61	\$2,062.31	\$2,101.79
15E	\$1,889.87	\$2,021.59	\$2,153.37	\$2,285.15	\$2,416.93	\$2,474.11	\$2,521.01

## SALARY CHARTS

### **NEPBA Local 280 Salary Chart beginning the first full pay period of July 2018 (2%)**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	\$1,561.13	\$1,654.91	\$1,748.77	\$1,842.60	\$,936.44	\$1,982.62	\$2,020.51
14	\$1,624.06	\$1,734.09	\$1,844.08	\$1,954.09	\$2,064.09	\$2,103.55	\$2,143.83
15E	\$,927.67	\$2,062.03	\$2,196.44	\$2,330.85	\$2,465.27	\$2,523.59	\$2,571.43

### **NEPBA Local 280 Salary Chart beginning the first full pay period of July 2019**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	\$1,710.83	\$1,805.49	\$1,900.23	\$1,995.23	\$2,029.09	\$2,067.77	\$2,107.49
14	\$1,779.79	\$1,891.88	\$2,003.79	\$2,115.96	\$2,162.84	\$2,193.90	\$2,236.13
15E	\$2,112.46	\$2,249.63	\$2,386.70	\$2,523.81	\$2,583.29	\$2,632.06	\$2,682.07