AGREEMENT

Between the

BOARD OF TRUSTEES

of the

UNIVERSITY OF MASSACHUSETTS

and the

CLASSIFIED STAFF UNION

MASSACHUSETTS TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

July 1, 2014 through June 30, 2017

The printing and preparation of this contract has been a joint effort by the Union and University.

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PREAMBLE

This Agreement entered into by the University of Massachusetts, hereinafter referred to as the Employer, and the Classified Staff Union/MTA/NEA, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union.

All parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

DEFINITIONS

1. BOARD - The term "Board" shall mean the Board of Trustees of the University of Massachusetts.
2. CHIEF EXECUTIVE OFFICER OF THE CAMPUS (CEO) - The term "Chief Executive Officer of the Campus," hereafter in this Agreement "CEO," shall mean the President of the University as well as the Chancellor of the University of Massachusetts Boston, or his/her designee.
3. DAY -Except as is otherwise provided in this Agreement, the term "Day" shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day or holiday.
4. EMPLOYER - The term "Employer" shall mean the University of Massachusetts Boston.
5. IMMEDIATE SUPERVISOR - The term "Immediate Supervisor" shall mean the immediate work supervisor, designated by the CEO of the University or designee, who may or may not be a unit member.
6. SENIORITY - Except as is otherwise provided in this Agreement, the term "Seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the University.
7. DOMESTIC PARTNER – A person of the same sex with whom the unit member has a committed relationship which involves a personal and economic bond; *provided* that, effective January 1, 2006 and unless and until the right of same-sex partners to marry in the Commonwealth of Massachusetts is abridged or abolished, the term DOMESTIC PARTNER does not include a person of the same sex if the unit member has the option to marry such person without affecting the rights of either partner. Matters concerning the interpretation or application of this provision may be referred to the labor/management committee referred to in Article 32.
8. TOUR OF DUTY - The term "Tour of Duty" shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
9. UNION - The term "Union" shall mean the Classified Staff Union/MTA/NEA.
10. WORK WEEK - The term "Work Week" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.
11. HAZARDOUS CONDITION - A hazardous condition is defined as a condition which adversely affects the health and safety of employees in the University environment.

ARTICLE 1 – RECOGNITION

The Employer 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 employees in bargaining units certified as of March 22, 1983, the date of the Agreement for Consolidated Bargaining between the Unions and the Board of Regents of Higher Education, and any and all amendments since that date. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

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

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

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding, thereunder, so allow, as determined by the CEO.

ARTICLE 2 - SCOPE OF AGREEMENT

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

Section 2.
The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by, and limited to, the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

Section 3.
No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

Section 4.
Any prior Agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this agreement, and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union and the Board of Trustees and/or the Administration of 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;
6. The speed of such equipment and the manning requirements of such equipment or any job;
7. To determine the content of job classification;
8. To promulgate reasonable rules and regulations;
9. To select supervisory and managerial employees;
10. To discipline, demote and discharge employees;
11. To contract out work;
12. To control and determine the state of products which may be used by employees;
13. To determine the time for work, staffing pattern and work area;
14. 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;
15. To transfer employees from one administrative area to another;
16. To schedule work, shifts, and work breaks;
17. To determine the method of performing work including the introduction of improved methods and facilities;
18. To determine whether such work shall be performed by bargaining unit employees or others;
19. To fix standards of quality and quantity for work to be done;
20. To determine whether any part of the whole of its operations shall continue to operate;
21. To establish, to change, or to abolish any service;
22. To maintain order and efficiency in its facilities and operations;
23. To determine the duties of employees;
24. To hire, layoff, assign, transfer, retrench;
25. To determine the qualifications of employees;
26. To promote employees;
27. To upgrade, allocate, reallocate, or classify employees;
28. To determine the starting and quitting time;
29. To require overtime;
30. All other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law.

Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein.

ARTICLE 4 - UNION SECURITY

Section 1. Dues Check-Off
The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

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

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

Section 4.
The University shall deduct bi-weekly dues or any agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds, in accordance with University policy, to the Treasurer of the Union together with a list of part-time and full-time employees whose dues or agency service fees are transmitted, provided that the 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.

The parties agree to deduct, from the pay of unit employees, dues or agency fees on a biweekly basis and remitted regularly to the union.

Section 5. V.O.T.E.

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

B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted, provided that the Union is in conformity with the requirements of section 4 of this Article.

ARTICLE 5 - AGENCY SERVICE FEE

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

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

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

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

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

ARTICLE 6 - UNION BUSINESS

Section 1. Union Representatives

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

Section 2. Union Officials

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

Section 3. Paid Leave of Absence

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

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

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

D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at twelve (12) Executive Board meetings per year (and 1 day per month for CSU/MTA/NEA, or 12 days per year). Such leaves will require the prior approval of the CEO. The number of paid attendees and the duration of the meetings shall not exceed past practice.

Section 4. Unpaid Union Leave of Absence

Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union.

Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or extensions thereof.

Section 5. Attendance at Hearings

A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters

of importance to the Union and the Employer.

B. Witnesses called by the Union to testify at the Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of wages, benefits or other privileges.

C. All leave under this section shall require prior approval of the CEO, and shall not be unreasonably denied.

Section 6. Union Use of Premises

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

B. Unit members shall continue to be permitted access to the same or similar facilities as approved and provided in the past.

C. The University shall provide a Union office at each campus.

Section 7. Bulletin Boards

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

Section 8. Employer Provision of Information

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

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.
2. Every month, a list of all unit employees who have been terminated.
3. A list of unit employees who withdrew checkoff authorizations within two months of such withdrawal.
4. Every six months, a list of all unit employees and their title and last date of hire.
5. Every month, a list of all unit employees not on dues or agency fee checkoff and who are off payroll for any reason the week of deduction.
6. Provide the name and change of title for all individuals who received a management review or individual appeal.
7. Every other year, a copy of that portion of the EEO-6 Form or equivalent that covers unit employees.

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

Section 9. Orientation

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

ARTICLE 7 - NON-DISCRIMINATION & AFFIRMATIVE ACTION

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

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

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

Section 4.
Disputes concerning the application of this Article including any findings made pursuant to the Campus Affirmative Action Grievance Procedure, shall not be subject to the grievance and arbitration procedures contained in Article 29 of this Agreement, provided that nothing in this section shall prohibit the Union or any employee from filing a grievance alleging that the Campus Affirmative Action Grievance Procedure was not implemented fairly or that any employee was otherwise mistreated.

ARTICLE 8 - FAIR PRACTICES

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

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

Section 3.
The Union shall represent all persons in the bargaining unit without regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status, sexual orientation or participation in the activities of the Union.

ARTICLE 9 - PAY EQUITY

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

ARTICLE 10 - WORKWEEK & WORK SCHEDULE

Section 1. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full time employees shall be thirty-seven and one half (37½) hours per week excluding meal periods or forty (40) hours per week, excluding meal periods as has been established for that job title at the particular job location.

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

B. When the CEO desires to change the regular work schedule, days off, or work location (if the work location would change to or from an off-campus location) of an employee, the affected employee shall receive at least twenty (20) working days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the University or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.

   1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.

   2. The work schedule, both starting times and quitting times, of employees shall be posted at least ten (10) working days in advance on a bulletin board at each work location and also made available to employees and Union stewards.

C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time.

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

E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor or designee and the approval of the Human Resources Department.

F. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a twenty (20) day notice; he/she shall be allowed to work the regularly scheduled tour of duty.

Section 2. Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of eight (8) hours per day or forty (40) hours per week. The eight (8) hours in a day provision shall not apply to employees, who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the appointing authority to participate in an approved voluntary flexible hours program that has been duly authorized by the appointing authority and by the Assistant Vice Chancellor for Human Resources or designee.

B. An employee whose regular work week is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.

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

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

E. With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year of alternative time (vacation, holiday, compensatory, or personal time) and up to two (2) days per year of sick time (with medical evidence provided).

   Implementation of this provision shall be subject to guidelines developed by the system-wide Labor/Management Committee.

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

G. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their work week. Department heads and Union representatives at each location shall

work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the CEO.

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

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

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

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

Section 3. Regular Meals

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

Section 4. Rest Periods

Rest periods, not to exceed fifteen (15) minutes, shall be given to employees in each one-half (1/2) tour of duty.

Section 5. Call-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work, prior to the commencement of his/her next scheduled tour of duty, shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift.

Section 6. Stand By

An employee who is ordered by the department head to be available on a stand-by basis, to report to duty when necessary, shall be reimbursed at a rate not to exceed fifteen ($15) dollars for such stand-by period.

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

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

Employees hired into or appointed into trades after July 26, 2001 may be assigned to stand-by on a weekly basis for a compensation of one hundred seventy-five ($175.00) dollars per week.

Section 7. Shift Differential

A. Employees of the University rendering service on a second, third, or first weekend shift, as hereinafter defined, shall receive a shift differential of seventy-five ($0.75) cents per hour for each hour worked. Shift differentials shall be increased to $1.00 on July 1, 2015, and increased to $1.25 on July 1, 2016, and increased to $1.50 on June 30, 2017.

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., and a weekend shift shall be one that commences at 12:01 a.m. or after on Saturday and ends no later than 11:59 p.m. on Sunday.

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

D. For Employees who are required to work a second, third or first 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 first weekend shift.

Section 8. Paid Detail

Employees who work paid details shall be compensated at the rate of time and one half of their regular rate. Such work performed on a holiday as defined in Article 14 shall be compensated at a rate of not less than time and one half (1½).

Section 9. Clean-Up

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

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

Section 10.

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

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

B. each employee shall have access to all materials, equipment, foods, work areas and

telephones necessary to perform duties and, as required, to take care of emergency situations;

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

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

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

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

Section 11.
Upon request of a bargaining unit member, the supervisor may grant, for a specific period of time, or for an unspecified time (subject to cancellation by either the supervisor or the employee upon ten (10) working days' notice) a flexible personal work schedule, so long as the bargaining unit member can demonstrate to the satisfaction of the supervisor that the proposed schedule will not interfere with or detract from the delivery of services provided or the day to day operation of the department. Such requests shall not be unreasonably denied.

Disputes over the interpretation or application of this provision shall be resolved in accordance with Section 2-3 of the Supplemental Agreement concerning Principles of Employee Conduct.

Section 12. Inclement and Hazardous Conditions

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

B. Only employees who have been designated essential personnel shall be required to work during an inclement weather or hazardous condition.

C. Any employee who is required to work beyond an announced early closing shall be compensated for all hours worked beyond such early closing as provided for in paragraphs D, E, and H of this Section.

D. For the purpose of this Article, the parties recognize the current practice of compensating employees for any regularly scheduled hours of work that occur during an inclement weather or hazardous condition; 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 so compensated.

E. In addition to any compensation referred to in paragraph D, above, any employee who has been designated as essential personnel and who reports to work during an inclement weather or hazardous condition shall be compensated at a rate of time and one-half (1 ½) his or her regular rate of pay for all hours worked during his or her regularly scheduled tour of duty.

F. Any such essential personnel who report to work during an inclement weather or hazardous condition at times beyond his/her regularly scheduled tour of duty shall be compensated in accordance with the overtime provisions contained in Article 10, Section 2 or the call-back provisions contained in Article 10, Section 5.

G. Notwithstanding the provisions contained in Article 16, Section 4, any employee who has been designated as essential personnel and who reports to work during an inclement weather or hazardous condition shall be compensated as provided for in this Article.

H. Notwithstanding the provisions contained in Article 10, Section 2(C), essential personnel who are required to work during an inclement weather or hazardous condition may not request compensatory time in lieu of overtime compensation.

ARTICLE 11 - LEAVE

Section 1. Sick Leave

A. 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 eleven (11) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

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

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

   1. when an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

   2. when the spouse, domestic partner, child or parent of either an employee or his/her spouse or domestic partner, sibling, or a relative living in the immediate household of an employee is ill;

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

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

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

E. When the CEO has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the employee, whichever is later. Failure of an employee to present such medical evidence within seven (7) working days after such request has been made by the CEO, may, at the discretion of the CEO, result in the absence being treated as absence without pay. The CEO may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

F. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties. An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.

G. Sick leave must be charged against unused sick leave credits in units of no less than fifteen (15) minutes but in no event may the sick leave credits used be less than the actual time off.

H. Any employee having no sick leave credits, who is absent due to illness, shall be placed,

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

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

   1. Illness of said employee;
   2. Dismissal through no fault or delinquency attributable solely to said employee; or
   3. Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits. A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

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

K. Notification of absences under this Article must be given to the designated representative of the CEO at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the Human Resources Administrator shall notify each employee of the method by which such employee shall report such absence.

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

M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20%) percent of the value of their unused accrued sick leave at the time of their retirement. The estate of a bargaining unit member, who dies after filing for retirement, shall be paid twenty (20%) percent of the value of his/her unused accrued sick leave at the time of death.

   It is understood that any such payment will not change the employee's pension benefits.

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

O. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section

58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

P. The employee may exercise the option to receive, at the end of the fiscal year, either in cash or by deposit to a TSA account (if possible), a dollar amount equal to fifty (50%) percent of their annual unused sick leave credits up to a maximum of six (6) days based on the table below. In order to exercise this option, an employee must cash in all sick days that are earned and accrued during the current fiscal year in excess of six (6) days. 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.

ANNUAL SICK LEAVE USED	CASH IN ALLOWED
0	6
1	5
2	4
3	3
4	2
5	1

Section 2. Paid Personal Leave

On the first payroll day of the payroll month of January, full-time employees will be credited annually with six (6) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO. Any paid personal leave not taken by the last payroll day of the payroll month of December will be forfeited by the employee. [Except as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per calendar year.] Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of fifteen (15) minutes and may be used in conjunction with vacation leave. Full-time employees hired or promoted into the bargaining unit on or after the beginning of each calendar year will be credited with personal leave days in accordance with the following schedule:

Date of Hire/Promotion into Unit	40-hour workweek	37 ½-hour workweek
1/1 – 3/31	48 hours	45 hours
4/1 – 6/30	32 hours	30 hours
7/1 – 9/30	16 hours	15 hours
10/1 – 12/31	0 hours	0 hours

Part-time regular employees whose FTE increases, on or after the beginning of each calendar year will have his/her personal award adjusted to reflect the FTE increase.

During the final payroll period of the preceding year, the University shall provide each member with a calendar indicating when the personal days shall accrue and when they expire.

Section 3. Bereavement Leave

Upon evidence, satisfactory to the CEO, 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 of the death of the parent of an employee's child, who is not otherwise covered by this article, one (1) day shall be available for use by the 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 up to two (2) consecutive working days to attend such interment or memorial service to the later date. Such request shall be made at the time of notification to the CEO of the death of one of the above named relatives, and may be granted at the discretion of the CEO. Requests for both leave and for deferring leave time to a later date shall not be unreasonably denied.

Section 4. Voting Leave

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

Section 5. Civic Duty Leave

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

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

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

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

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

D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth, or on behalf of his/her state of residence, or any town, city or county of his/her state of residence, 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 any town, city or county of his/her state of residence, or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service, except jury fees paid for service rendered during office hours must

be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

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

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

Section 6. Military Leave

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

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

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

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 7: Maternity/Parental, Family and Medical, Leave

A: General Provisions

1. Unless otherwise specified, the statutory and contractual leaves described in this section shall run concurrently.

2. Unless otherwise specified, the statutory and contractual leaves provided for in this section shall be unpaid; provided that eligible employees may apply any accrued personal, vacation, or sick leave credits and any additional credits awarded by the Sick Leave Bank Committee in accordance with Article 12 of this Agreement to any such leave.

3. Eligibility for any statutory leave shall be governed by the applicable statute.

4. Employees shall be eligible for the contractual leaves described in this section following

the completion of the probation period described in Article 27 of this Agreement.

5. Unless otherwise specified and whenever practical, employees must give at least two (2) weeks' notice and intent to return prior to the anticipated leave.
6. With the exception of the maternity/parental leave described in paragraph C of this section, employees may use statutory and/or contractual leaves described in this section for their own illness, or to care for, or to make arrangements for the care of, the employee's spouse, domestic partner, parent, child, brother, sister, step-child, step-parent, step-brother, step-sister, former legal guardian, grandparent, grandchild or relative living in the same household.
7. Employees may request to use any portion of the statutory or contractual leaves described in this section on an intermittent basis; provided that any such request shall be subject to the approval of the CEO; provided further that such approval shall not be unreasonably denied.
8. Employees may be required to furnish medical documentation to support any leave under this section.
9. Following the expiration of any statutory leave, an employee shall be eligible for additional leave for a period equal to: 1) the employee's remaining accumulated sick leave credits, if any; 2) any additional credits awarded by the Sick Leave Bank Committee in accordance with Article 12 of this Agreement; or 3) fourteen (14) weeks, whichever is longer.
10. Unless otherwise specified, employees returning from any statutory or contractual leave, not including extended leave as described in paragraph D of this Section, shall be entitled to return to their former position or to a comparable position, if available, at the same step and grade, without loss of seniority; provided that, if no such comparable position is available, the employee shall be laid off in accordance with the provisions contained in Article 20 of this Agreement.

B. Statutory Benefits

1. The University is a "covered employer" within the meaning of the Family and Medical Leave Act of 1993 (FMLA), which is incorporated by reference into this agreement.
2. If the University chooses to convert the FMLA leave year to a so-called "rolling" year, the University shall give the Union 60 days' notice and an opportunity to consult over any such change, including how such change would affect its members. A "rolling" year is defined as a 12-month period measured backward from the date an employee uses FMLA leave.
3. The University is an "employer" within the meaning of the Massachusetts Maternity Leave Law, M.G.L. c.149, §105D, which is incorporated by reference into this agreement; provided that the benefits described therein shall be applicable to male as well as female employees and shall be applicable to the placement as well as the birth or adoption of a child.
4. Whenever a statutory leave benefit is greater than a contractual leave benefit, the terms of the statute shall apply.

C. Maternity/Parental Leave
During any leave taken in conjunction with the birth, adoption, or placement of a child or children, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten (10) days of paid leave granted under this section may be used on an intermittent basis over the twelve (12) months immediately following the birth, adoption, or placement of the child or children, except that this leave may not be charged in increments of less than one (1) day.

D. Extended Leave
Any employee who is unable to return following the expiration of the leave described in paragraph A(9) of this Section shall be placed on extended leave for a period not to exceed twelve (12) months; provided that employees returning from such extended leave shall not be entitled to return to their former position or to a comparable position, but rather shall be given preference in filling any vacancy in accordance with Article 19 of this Agreement, provided that the employee can demonstrate his or her ability to perform the requirements of the position.

Sections 8 and 9. Intentionally left blank.

Section 10. Unpaid Personal Leave
Unpaid personal leave, other than hereinbefore specified, may be granted by the CEO, upon the written request of the employee, at least thirty (30) days in advance. Approval may not be unreasonably denied. Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

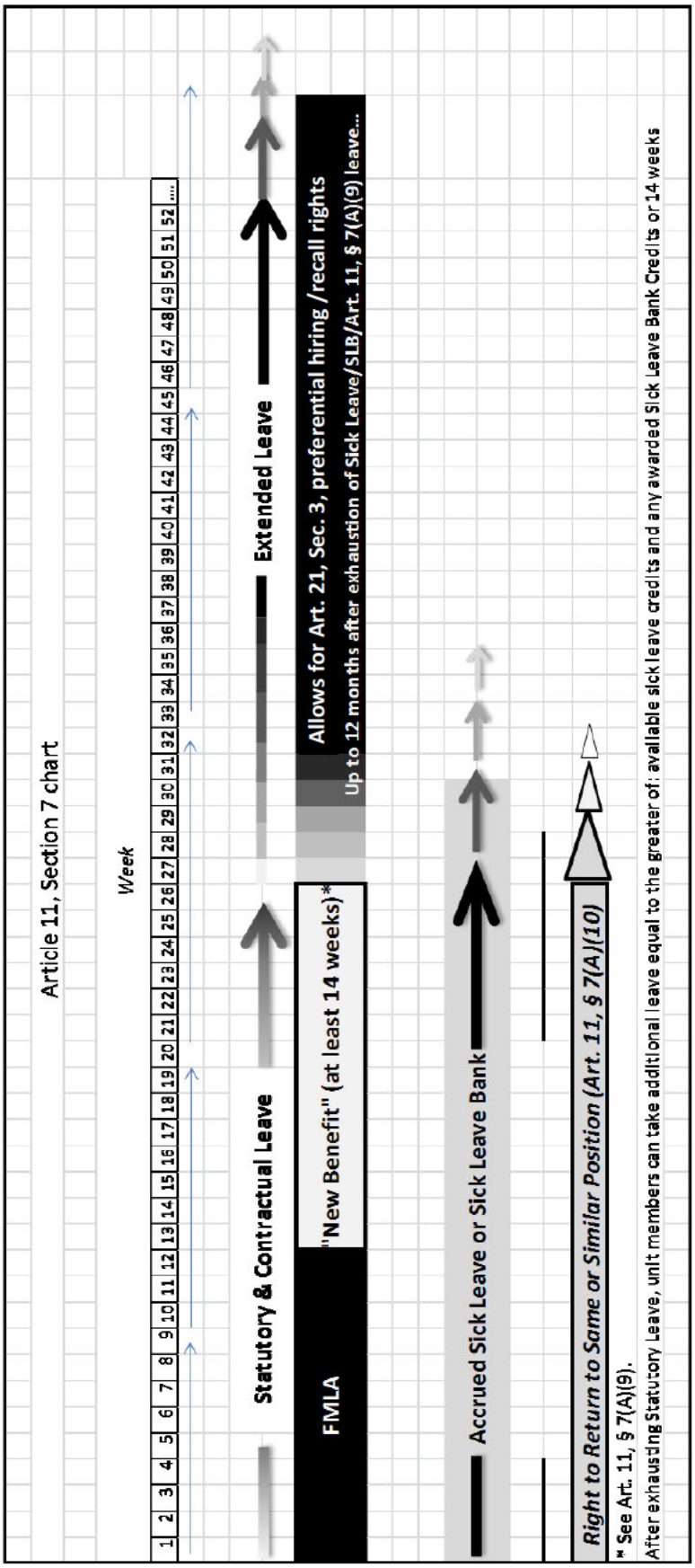
Section 11.
Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

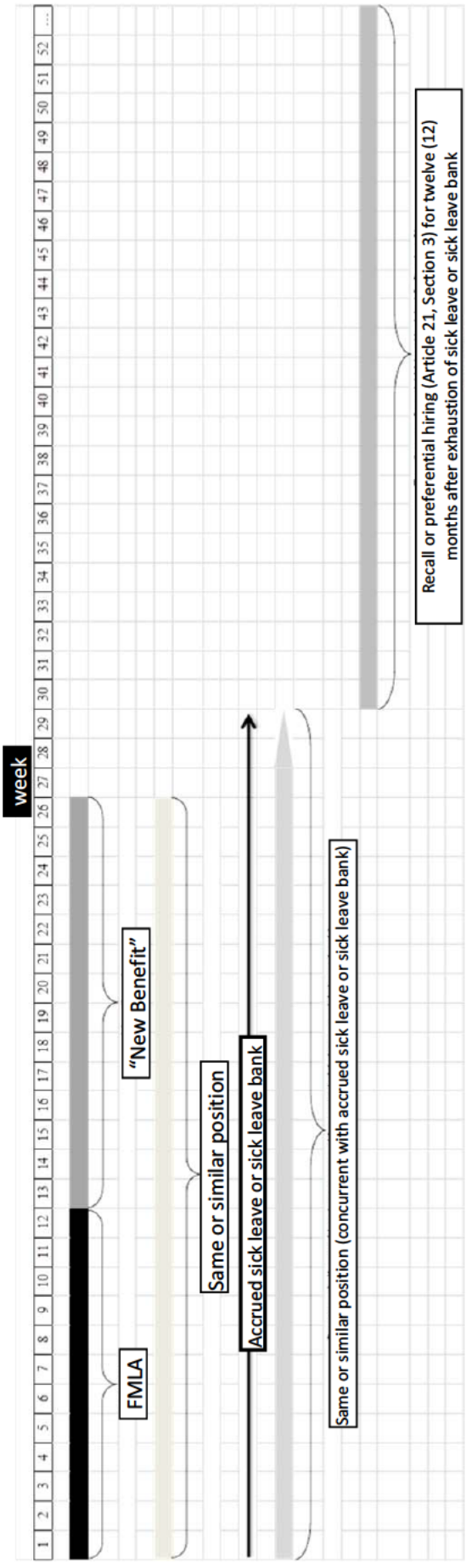
Section 12.
Leave of absence without pay may be granted to unit members who are Civil Defense officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

Section 13.
Leave of absence with pay, not to exceed two (2) hours, may be granted for the purpose of donating blood.

Section 14. Family and Medical Leave Act
The parties agree that they are governed by the provisions of the Family and Medical Leave Act. Where those provisions are more generous than the contract, the Family and Medical Leave Act will prevail. If the University chooses to convert the FMLA leave year to a so-called "rolling" year, the University shall give the Union 60 days' notice and an opportunity to consult over any such change, including how such change would affect its members. A "rolling" year is defined as a 12 (twelve)-month period measured backward from the date an employee uses FMLA leave.

Article 11, Section 7: Maternity/Parental, Family and Medical Leave Chart





ARTICLE 12 - SICK LEAVE BANK

A Sick Leave Bank shall be maintained at the University, if such bank maintains a minimum balance of fifty (50) days. All bargaining unit members shall be members of the Sick Leave Bank.

Donations made to the Sick Leave Bank will not be counted as days used for purposes of eligibility for the Buy-Back provision in Article 11, Section P.

Employees retiring from the University shall be permitted to contribute any number and/or all of their accrued sick leave to the sick leave bank at his/her date of retirement before any payment for unused sick leave is processed.

Only members of the sick leave Bank shall be eligible to draw days from the Bank, for the employee's own illness. Before drawing days from the Sick Leave Bank, a member must use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section, he/she shall immediately be eligible to draw days subject to approval of the Sick Leave Bank Committee from the Sick Leave Bank.

The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between bargaining unit members and the administration, consisting of three (3) employees chosen by the Union and three (3) individuals selected by the administration.

To be approved to draw from the Sick Leave Bank, a Sick Leave Bank member must submit a completed Sick Leave Bank Application form completed and signed by a Health Care Provider, which states the nature of the employee's illness or disability and anticipated duration.

The initial award of time shall be no greater than twelve (12) weeks and shall be awarded unless a majority of the Sick Leave Bank Committee votes against such award. Extensions maybe granted in increments no greater than twelve (12) weeks by a majority of the Sick Leave Bank Committee.

Any personal, vacation, or sick leave that would otherwise be accrued by employees during the period in which he/she is drawing on the Sick Leave Bank, will accrue to the bank.

The Sick Leave Bank is intended to be used for short term disabilities where the employee has a reasonable expectation of returning to work. It is not meant as a substitute for long term disability income protection.

A member who is receiving income from Worker's Compensation may not draw upon the Sick Leave Bank to supplement that compensation.

A member who is receiving benefits from an employee sponsored Long Term Disability Insurance plan may not draw from the Sick Leave Bank to supplement that benefit.

Any Sick Leave Bank time awarded to a member, who is eligible for leave under The Federal Family and Medical Leave Act (FMLA), will be counted towards his/her twelve week annual entitlement of FMLA leave.

Any return to work requirements under Article 11, section 1(F) in the contract shall apply.

Once established, the Sick Leave Bank Committee shall determine all other rules and regulations not specified.

ARTICLE 13 - HEALTH PROMOTION PROGRAMS

The University and the Union, recognizing that the health of an employee greatly affects the quality of his/her work, shall encourage unit employees to take advantage of any new or existing programs and facilities that will help to maintain their mental and physical well-being. In addition, the University will continue to plan programs aimed at serving the University employees.

ARTICLE 14 – LIGHT DUTY

An employee who has been absent due to a serious illness or injury, and is currently otherwise medically able, may request to be assigned light duty for a limited and specified duration. The University may require satisfactory medical evidence demonstrating that the employee cannot return to work to his/her normal duties but is fully capable of performing light duty. An employee who is assigned light duty must provide written notice of an intent to return to work able to perform all duties of his/her position on or before the date the light duty period expires. Light duty shall mean assignment to physically less demanding duties than normal job duties and may include a reduction in hours. An employee who is an otherwise qualified ADA individual may request a reasonable accommodation. Light duty is not to exceed six calendar months and may not be extended. The assignment or denial of light duty is not subject to the grievance process.

ARTICLE 15 – VACATIONS

Section 1.

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

Length of continuous full-time creditable service of each applicable month	Vacation Leave Accrued
Less than fifty-four (54) months (Less than 4½ years).	5/6 day per month (total of 10 days per year)
Fifty-four (54) months, but less than one hundred fourteen (114) months (4½ - 9½ years).	1¼ days per month (total of 15 days per year).
One hundred fourteen (114) months, but less than two hundred thirty-four (234) months (9½ - 19½ years).	1⅔ days per month (total of 20 days per year).
Two hundred thirty-four (234) months or more (19½ or more years).	2 1/12 days per month (total of 25 days per year).

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

Section 2.
A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 3.
Vacation leave accrued during any payroll month shall be credited on the last day of the payroll month based on the employee's full-time equivalent status on that date and shall be available for use the following day.

Section 4.
A full-time employee on leave without pay and/or absent without pay for two (2) or more cumulative days in any month shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

Section 5.
A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in Section 4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

Section 6.
An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 7.
An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45th day in

advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least thirty (30) calendar days in advance of the first day requested.

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

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

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

Section 8.
Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged, unless otherwise notified by the employee, to personal leave, if any, then to vacation leave, if any.

Section 9.
Charges to vacation leave credit may be allowed in units of no less than fifteen (15) minutes.

Section 10.
Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefor. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

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

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

Section 11.
An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowance had already been made therefore.

Section 12.
An employee who is reinstated or re-employed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years, unless approval of the CEO is secured for any of the following reasons:

a. Illness of employee.

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

Section 13.
An employee who is granted a leave of absence to enter service in the Armed Forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the University, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said Armed Forces but which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefor.

Section 14.
An employee who is reinstated after military leave, as referred to in Section 13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

Section 15.
Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 12.

Section 16.
Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 17.
Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the Board. An employee, in order to retain such previously earned status, must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

Section 18 – Vacation Buy Back
A. Employees with at least three (3) years of service as of June 1 shall be eligible to receive as a cash payment an amount equal up to one (1) week of the individual's accrued vacation leave, provided the following conditions are met:

(1) The employee must have requested vacation at least thirty (30) days in advance; and

(2) The supervisor has failed to respond to the request within thirty (30) days, and later denies the request.

(3) The supervisor denies the request initially, and denies a follow-up request seeking to

reschedule within thirty (30) days.

Documentation that the above conditions exist is required, and may consist of a supervisor's acknowledgement in writing, copies of an email exchange between the employee and supervisor, or any similar substantiation.

The decision to cash in vacation leave in accordance with this provision must be made by June 1. Vacation days cashed in shall be deducted from the employee's vacation leave balance. Payment shall be made no later than the last pay period in July. Payments made under this provision shall not be included on base salary for any purpose, including the calculation of retirement benefits or subsequent salary increases.

B. Effective July 1, 2010, employees with at least ten (10) years of service as of June 1 shall be eligible to receive as a cash payment an amount equal to up to two (2) weeks of the individual's accrued vacation leave at a rate of fifty percent (50%) of the actual cash value, provided that the following conditions are met:

(1) The employee must have an accrued balance of at least eighty percent (80%) of their maximum accrual vacation balance as of May 1; and

(2) The employee must have used at least fifty percent (50%) of their annual vacation accrual as of June 1. (Any vacation leave bought back by an employee pursuant to Section A above may be utilized to satisfy this requirement.); and

(3) The employee cannot have chosen this option in the previous year.

The decision to cash in vacation leave in accordance with this provision must be made by June 1. Vacation days cashed in shall be deducted from the employee's vacation leave balance. Payment shall be made no later than the last pay period in July. Payments made under this provision shall not be included on base salary for any purpose, including the calculation of retirement benefits or subsequent salary increases.

ARTICLE 16 - HOLIDAYS

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

New Year's Day*
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day*
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day*
Christmas Day*

*See section 10 of this Article.

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

Section 3.
When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days he/she, at the request of the employee, may receive pay for one (1) day at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO. Employees subject to periodic layoff may use earned compensatory time, with the prior approval of their supervisor, at any time prior to June 30th of the fiscal year in which such time is earned.

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

Section 5.
In addition to the holidays listed in Section 1, bargaining unit members shall not be required to work on the immediate two (2) work days prior to New Year's Day, and they shall be deemed "Holidays." Anyone working these days shall be compensated in accordance with Article 14.

It is understood that the parties will work toward closing for the other two (2) days between December 25 and January 1. If this is not accomplished by the end of this contract, these dates may be the subject of bargaining in a successor agreement.

Departments will be encouraged to approve said requests allowing members wishing to use accrued time for the remainder of the week to do so.

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

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

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

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

Section 10.
Employees rendering service on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day shall be compensated at a rate equal to the Article 10, Section 12 Inclement and Hazardous Conditions Pay Policy, so that essential employees who come in to work on these specified holidays are paid at time and one-half their hourly rate for all hours worked.

ARTICLE 17 - EMPLOYEE EXPENSES

Section 1. Travel
When official University business takes an employee out of the employee's officially assigned workplace, the employee is said to be in travel status and shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines (T92-031). A copy of the University's policy may be obtained from the Human Resources Department at each of the campuses.

Section 2. Overtime Meals
Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for meals, including tips, at the following amounts:

Breakfast	3:01 a.m. to 9:00 a.m.	$ 6.00
Lunch	9:01 a.m. to 3:00 p.m.	$ 8.00
Dinner	3:01 p.m. to 9:00 p.m.	$ 16.00
Midnight Snack	9:01 p.m. to 3:00 a.m.	$ 6.00

ARTICLE 18 - PARKING

Section 1.
Proper parking facilities shall be available to the employees covered by this contract within reasonable proximity to their regular work location.

Section 2.
The College/University shall endeavor to maintain adequate lighting in all parking areas.

Section 3.
There shall be no increase in parking fees for members of the bargaining unit on the UMass Boston campus for the life of this agreement. When this contract is re-opened for negotiations, a multi-union side table, consisting of any UMass Boston unions which choose to participate, shall be established for the purpose of negotiating any proposed changes in parking fees for members of the bargaining unit at the UMass Boston campus.

ARTICLE 19 - EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increases.
The following general salary rate increases shall apply to [all] employees in the bargaining unit:

Year 1

A. Effective the first pay period in July 2014, all eligible bargaining unit members who are on the payroll as of July 2014, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2015, all eligible bargaining unit members who are on the payroll as of January 2015, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

Year 2

A. Effective the first pay period in July 2015, all eligible bargaining unit members who are on the payroll as of July 2015, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2016, all eligible bargaining unit members who are on the payroll as of January 2016, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

Year 3

A. Effective the first pay period in July 2016, all eligible bargaining unit members who are on the payroll as of July 2016, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2017, all eligible bargaining unit members who are on the payroll as of January 2017, shall receive a one-and-a-half percent (1.5%) base rate salary increase.

Section 2
Employees must receive at least a "Meet Standards" evaluation rating during the twelve (12) months prior to the salary rate increase listed above. Should the employee receive no performance evaluation during this time period, for purposes of these increases, the employee shall be deemed to have a default rating of "Meets Standards."

Section 3. Step Rate Increases and Promotions

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article, provided that the employee receives a performance evaluation rating of at least "Meets Standards" during the twelve (12) month period immediately preceding.

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 for the denial not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position as defined in Article 19, the employee shall retain his/her step when determining the employee's new salary rate.

Section 4. General Provisions

A. Salary rates of full-time employees are set forth in Appendices B-1 through B-12 (hereinafter referred to as "Appendices") to 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.

D. Employees shall be permitted to apply any retroactive compensation provided for in this agreement toward the purchase of pre-tax parking.

E. The University shall notify employees of their option to defer any retroactive compensation provided for in this agreement through the Commonwealth's 457 plan or the University's 403(b) plan; provided that the employee has sole responsibility for completing any necessary forms for deferred compensation.

Section 5. Regular Part-Time Employees

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

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

A. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to 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. Eligibility

The salary rate increases in Section 1 and the concomitant movement to the new 12-Step Salary Table in Section 2 shall apply to former bargaining unit members only if they were in the bargaining unit continuously from June 28, 1998 through December 22, 1998, or retired or were deceased within those two dates.

ARTICLE 20 - HEALTH & 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 dependents 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 Employer and executed by the Unions and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents. The University and the Union agree to continue their affiliation with the Massachusetts Public Employees Health and Welfare Fund (Fund) for the purpose of providing health and welfare benefits to members of the bargaining unit and/or their dependents; *provided that*, the parties understand that the University has no authority or discretion to determine the specific benefits provided for by the Fund.

B. Funding

Year 1: Effective December 31, 2014, a pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit shall be available as part of a pool to be applied by agreement of the parties differentially to address specific operational needs and may not be applied across the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust at no less than required by the fund. A joint labor management committee consisting of equal numbers of Management and Association representatives shall meet to bargain and agree upon the distribution of the funds described above throughout the life of this agreement.

Year 2: Effective December 31, 2015, a pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit shall be available as part of a pool to be applied by agreement of the parties differentially to address specific operational needs and may not be applied across the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust at no less than required by the fund. A joint labor management committee consisting of equal numbers of Management and Association representatives shall meet to bargain and agree upon the distribution of the funds described above throughout the life of this agreement.

Year 3: Effective December 31, 2016, , a pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit shall be available as part of a pool to be applied by agreement of the parties differentially to address specific operational needs and may not be applied across

the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust at no less than required by the fund. A joint labor management committee consisting of equal numbers of Management and Association representatives shall meet to bargain and agree upon the distribution of the funds described above throughout the life of this agreement.

C. Non-Grievability

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

D. Employer's Liability

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

ARTICLE 21 – PROMOTIONS & FILLING OF VACANCIES

Section 1. Generally.
The Union and the University recognize the value of university service and internal promotional opportunity. To further those values and to reconcile those values with a recognition that success in a particular position requires certain pre-requisite knowledge, skills, and abilities, as well as a demonstrated potential to gain additional knowledge, skills, and/or abilities through formal and on-the-job training, the Union and the University agree to the following process, which is designed to identify qualified internal applicants for promotional opportunities.

Section 2. Definition
For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment. Any employee who applies for a lateral transfer shall be subject to the same criteria and shall not be disadvantaged in comparison to/with employees seeking a promotion.

Section 3. Posting of Vacancies

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

B. The notice of vacancy shall include the following:

   1. Job Title;
   2. Grade and/or Salary Range;
   3. Application Closing Date;
   4. A description of Duties and Qualifications, including a notice informing applicants that a copy of the Department of Personnel Administration job specifications are available upon request in Human Resources;
   5. If Grant Funded, the Termination Date, source of funding and length of funding, if known; and
   6. Hours and Days of Work (Shifts).

Section 4. Technology

A. The University currently uses a computerized Applicant Tracking System (ATS) to manage its recruitment and selection process. Although the system does not contain a process to specifically identify internal applicants, the Department has developed the following work-around:

   1. The University (Recruitment Coordinator) will ask all candidates if they are current members of the classified staff bargaining unit.
   2. The University (Recruitment Coordinator) will confirm the bargaining unit status of any applicant that answers "Yes."
   3. The University (Recruitment Coordinator) will identify all internal applicants.

B. There shall be a joint-labor management committee, comprised of equal numbers of Union and University representatives to determine how the values outlined in Section 1,

above, can best be achieved using the newer technology in PeopleSoft v.9.0.

Section 5. Selection

A. The University will instruct hiring managers on the values outlined in Section 1, above.

B. Hiring managers will conduct interviews with qualified internal applicants prior to interviewing external applicants.

C. As outlined in Section 1, above, selection will be based on a candidate's pre-requisite knowledge, skills, and abilities, as well as a demonstrated potential to gain additional knowledge, skills, and/or abilities through formal and on-the-job training; provided that, if in the judgment of the CEO there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University.

D. Internal candidates who are not selected will receive a notice of non-selection, typically at the conclusion of the process, after a final candidate is selected. Such notices will include information regarding contractual rights to an inquiry regarding non-selection. Where appropriate, hiring managers will notify non-selected internal bargaining unit candidates earlier.

Section 6. Consultation.

In the event the appointing authority fills a vacancy by appointing an external candidate or a less-senior internal bargaining unit candidate, the non-selected candidate may request to meet with the hiring manager to discuss the reasons for non-selection. In any such meeting the non-selected candidate may be accompanied by a union representative.

Section 7. Trial Period.

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

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

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

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

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

Section 8. Grievability

If, after the meeting referred to in Section 6, above, the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one formal grievance hearing held at the campus level. Under these circumstances, the appointing authority's determination may be grieved and processed through arbitration. In the event arbitration is invoked hereunder, the arbitrator's authority shall be limited to reviewing, consistent with the criteria set forth herein, the appointing authority's determination that the qualifications of the successful and unsuccessful candidates are not equal. In no event shall an arbitrator have authority to review or reverse the appointing authority's determination under Section 2 hereof that applicants within a particular priority subgroup are not sufficiently qualified. A unit member may grieve his/her non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

Section 9. Extension of Seniority

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

Section 10. Reduction in Grade

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

Section 11. CC/03 Employees

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

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

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

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

D. To deal with an emergency situation.

The University will furnish a list of all CC/03 employees, including appointment start and end dates, not less than twice in each calendar year.

ARTICLE 22 - LAYOFF & RECALL

Section 1.

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

B. Notice to Union
In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union thirty (30) working days prior to the layoff.

C. Meeting with Union
As soon as practical following management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s). This discussion shall include, but not be limited to the following:

1. Availability of similar positions within the same University.
2. Availability of training or retraining programs which may be applicable to the affected employees.
3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

D Notice to Employee
In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than fifteen (15) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice.

Section 2.

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

B. Layoff
Any employee who has been notified of a scheduled layoff in accordance with Section 1, Paragraph D of this Article may opt for a severance payment equal to six (6) weeks' pay, commencing on the date of the notice; provided that such employee waives any rights contained in Paragraphs B(2) and/or B(3) of this Section and also releases the University from any claim that may arise out of such employee's layoff.

1. In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall

prevail in permitting such an employee to fill such position, provided the employee has the ability to perform the work in a competent manner.

2. In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner, or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, campus seniority shall prevail in permitting such employee to bump the least senior individual in such classification covered by this Agreement.
3. In the event that an employee fills or bumps into a position in accordance with Paragraphs B(2) or B(3) of this Section, he or she shall serve a thirty (30)-day trial period from the effective date of such appointment; provided that, during this trial period, if the employee is not satisfied with the new assignment the employee may opt to be laid off and receive a severance payment equal to six (6) weeks' pay, less any pay actually received during such trial period; provided further that, if the employee's work performance in the new assignment is not satisfactory to the CEO, the employee shall be laid off and the employee shall receive a severance payment equal to six (6) weeks' pay.

Section 3. Recall

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

Section 4. Seniority

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

Section 5.

Those employees who are subject to periodic layoffs within a calendar year and who have less than fifty-two (52) week employment commitment shall enjoy layoff rights at the times indicated in their individual employment contracts in accordance with this Article except that their rights under section 2C shall be limited to that of bumping other limited term of employment employees. At other times, the layoff provisions of this Article shall apply.

Section 6.
This Article shall not apply to employees paid from institute, grant or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.

Section 7.
Notwithstanding their position on the seniority list, the following positions shall in the event of a layoff continue to be employed at all times, provided they can perform the duties of any available positions:

CSU/MTA/NEA:
Maximum two (2) positions

Section 8.
In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours per week, nor in excess of two (2) months.

Section 9.
In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off CC/03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

ARTICLE 23 – CONTRACTING OUT

Prior to issuing any RFP for consultants or outside vendors, the Employer shall notify the Union. The Labor/Management Committee shall meet within five (5) working days at the Union's request and may discuss alternatives to contracting out.

When contracting out is contemplated which will result in a layoff, but prior to its implementation, there shall be established at the campus level a Special Labor/Management Committee. The Committee shall consist of persons designated by the appropriate Union officials and persons designated by Management. Said Committee shall, within a reasonable amount of time, develop and recommend alternatives.

ARTICLE 24 - OUT OF TITLE WORK

Section 1. Work in a Lower Classification

A. When an employee is assigned by the CEO to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

B. An employee who is assigned by the CEO to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 2. Work in a Higher Classification

A. Any employee who is assigned by the CEO to a vacant position in a higher grade for more than thirty (30) days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment pursuant to Article 17, § 3(B). Whenever any employee is assigned to any vacant higher rated position he/she shall, no later than the tenth (10th) working day of his/her performance of the higher rated position's duties, complete and transmit to his/her supervisor the form attached (Appendix D). The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work. (See Supplemental Agreement on Out of Title Work).

B. An employee who is assigned by the CEO to perform overtime work in a higher classification shall have overtime compensation computed at the same step rate in the higher classification.

ARTICLE 25 - CLASSIFICATION & RECLASSIFICATION

Section 1. Class Specifications

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

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

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

D. The University shall maintain an accurate job description for each member of the bargaining unit.

Section 2.

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, provided that, prior to any appeal to the personnel administrator (as provided for in M.G.L. c.30, §49), an employee or manager may file a request for reallocation with the Assistant Vice Chancellor for Human Resources (with a copy to the Union).

The Assistant Vice Chancellor for Human Resources may require additional information, including ordering a job audit and/or hearing. In the event a hearing is ordered, the Union shall have the right to participate. Within thirty (30) days following the job audit or hearing (whichever is later), the Assistant Vice Chancellor for Human Resources or designee shall consider the request and issue a written determination, including the reasons therefor, to the employee or manager, and Union.

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

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

1. An employee in a "trust-funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto. (Appendix E).
2. The employee shall file said form with the Assistant Vice Chancellor for Human Resources and shall forward a copy of same to the Union.
3. The Assistant Vice Chancellor for Human Resources or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request.
4. Within ten (10) working days of completion of the job audit, the Assistant Vice Chancellor for Human Resources or designee shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.
5. The Assistant Vice Chancellor for Human Resources shall make a final determination

within thirty (30) calendar days of the hearing.

6. The decision of the Assistant Vice Chancellor for Human Resources may be appealed within ten (10) calendar days to the CEO or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
7. The decision of the CEO may be appealed within ten (10) calendar days to the University President or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
8. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Assistant Vice Chancellor for Human Resources.
9. The above procedures shall also govern requests for class reallocations of "trust-funded" positions.
10. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust-funded" positions, and the grievance and arbitration procedures of Article 29 shall not apply.

Section 4.
There shall be a Special Labor/Management Committee for the purpose of reviewing and making recommendations concerning the accuracy of the classification of members of the bargaining unit. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the Union.

The Committee shall review the current classification specifications, grades, and any processes or techniques used to assign a particular classification or grade to individual employees; *provided* that the Committee shall not recommend any upgrade or other change in the classification or grade of individual bargaining unit member(s). The Committee shall convene within thirty (30) days of ratification of the contract, and shall report back to the Negotiating team with its recommendation and or status within one hundred eighty (180) days of ratification of the contract.

ARTICLE 26 - CLASS REALLOCATIONS

Section 1.
Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2.
The Employer and the Unions agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

Section 1. Tuition Remission

A. Full-time Employees

1. Eligibility

a. All full-time employees of a public college or university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see, c,d, and e below). An employee shall be allowed to take one job related course per semester during said employee's regular hours of work. The determination of whether a course is job related shall be made by the Assistant Vice Chancellor for Human Resources or designee.

b. An employee may take one (1) course per semester (no more than four (4) credits) during normal working hours, provided that the employee has arranged with his/her supervisor to make up for lost work. If the supervisor determines that the course is directly and immediately related to the employee's work, release time may be granted with approval of the Assistant Vice Chancellor for Human Resources. No employee's child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.

c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program

with tuition remission, provided that enrollment is continuous.

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

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

2. Applicability

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

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

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

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

3. Limitations

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

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

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

d. Tuition remission benefits are non-transferable.

4. Certification Process

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

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

b. Complete a "Tuition Waiver - Tuition Remission" form (Appendix F) and have it signed by his/her Department Head or Supervisor and by Human Resources Department of the college or university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the

name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

c. Submit the completed Tuition Waiver - Tuition Remission form with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

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

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

6. Interpretation of This Policy.
The Chancellor or his or her designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he or she deems appropriate and necessary. No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

B. Part-time Employees

1. Eligibility

a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

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

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

a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.

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

c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regent's System-Wide Tuition Remission

Policy shall be applicable to eligible part-time employees.

Section 2. Tuition Waiver

A. Employees, Spouses, Domestic Partners and Dependent Children

1. Eligibility

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

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

c. A spouse, domestic partner, and/or dependent children of full-time employees shall be eligible for tuition waivers, except that no employee's dependent child beyond the age of twenty-five (25) shall be eligible for tuition remission benefits; provided, however, that the President of the University may, in exceptional circumstances and for good reason, waive this age requirement for individual students who, although beyond the age of twenty-five (25), nonetheless meet the tests of dependency established by the Internal Revenue Service. Further, tuition remission benefits shall be of no application to any student enrolled at the University of Massachusetts Medical School in courses leading to the M.D. degree. A full-time employee shall be considered any individual who is a forty-three (43) week contract employee.
An employee's length of service should not affect the eligibility of his or her spouse, domestic partner or dependent children, with the following exceptions:

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

ii. If an employee who has completed at least five (5) years of full-time service (or equivalent, as determined by the campus), dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child not currently enrolled in a program of study or degree program at the University shall be eligible for one such program of study or degree program. This five- (5-) year length of service requirement does not apply to full-time faculty members or librarians except for those in the rank of lecturer or instructor.

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

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

2. Coverage

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

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

3. Effective Date

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

4. Application and Administration

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

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

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

5. Specific Benefits and Procedures

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

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

6. Implementation of Tuition Waiver Policy

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

Section 3. Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay

for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

A. An employee shall be allowed to take one job related course per semester during said employee's regular hours of work. The determination of whether a course is job related shall be made by the Assistant Vice Chancellor for Human Resources or designee.
B. An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. When an employee takes a non-job-related course during his or her regular working hours, the employee's regular work schedule shall be adjusted so that said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the Assistant Vice Chancellor for Human Resources or designee, to travel to and from the work area to the class location.

Section 4. Training Committee

The Employer and the Union share a joint commitment to afford employees, who are members of the bargaining unit, the opportunity for education and retraining which will assist them in acquiring skills, knowledge and technical abilities necessary for job retention and advancement.

Consistent with that commitment, the Employer and the Union agree to establish a Training Committee. It shall consist of four (4) members appointed by the Employer and four (4) members appointed by the Union. The committee shall meet at least three (3) times per year, unless mutually agreed otherwise.

Section 5. Licenses and Retraining.

Whenever an employee is required to maintain a license or certificate, other than a driver's license, as a condition of his/her employment, the University shall pay the cost of renewing any such license or certificate and any training required to renew such license or certificate.

ARTICLE 28 - SAFETY PROCEDURES

Section 1.
The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The University may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

Prior to the promulgation of any such rules and regulations by the University the CEO shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at the University on the date of this Agreement. All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. When an employee is injured while at work, the University shall complete and process the standard form for Employer's first report of injury within seven (7) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article not resolved at Step 3 of the Grievance procedures set forth in Article 29 of this Agreement may be referred to a three (3) member review committee within seven (7) days of receipt of the Step 3 decision. Said committee shall be comprised of the Director of Environmental Safety or equivalent, one union-designated representative and one management-designated representative to review and make recommendations to the Chancellor. The committee shall meet within fifteen (15) working days of said referral and shall make recommendations within ten (10) working days of the meeting. Time limits may be extended by mutual agreement of the parties.

Section 2.
There shall be established a committee to be known as the Union/Management Safety Committee at the University. Such Committee shall be composed of twelve (12) members, six (6) representing the college administration and six (6) representing the Union. Such Committee may reduce their number by mutual agreement. The purpose of the Committee shall be to promote a safe, clean and wholesome environment, the development of safety programs and procedures and shall focus attention on any injuries which have resulted and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the Committee each year. Additional meetings shall be arranged at the request of either party.

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

Section 3.
A. Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where

an employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and needs to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the University upon consultation with the Union.

B. Where tools are necessary and required in the performance of an employee's duties, such tools shall be provided by the University upon consultation with the Union and shall become the responsibility of the employee.

C. Consultation, as used in this section, means that the Union will participate in the selection of uniforms, protective clothing, safety shoes, safety glasses, other protective devises, or tools required in the performance of an employee's duties.

D. Where the University requires the wearing of uniforms, the University shall provide laundering of uniforms.

Section 4.

A. Employees shall have a First Aid kit available in their work area.

B. No employee shall be required to lift unreasonable weights without adequate assistance.

C. No employee shall be required to operate defective equipment.

D. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five or more feet, or when working more than ten feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.

E. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.

F. The provisions of all applicable rules, standards, regulations and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment and structures, their installation, maintenance and operation within this University. The University and the Union shall endeavor to conform to such rules, standards, regulations, and codes.

G. Employees shall notify the appropriate office of the University (i.e. office of Employee/Labor Relations or Director of Facilities) prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.

H. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.

I. The University agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.

J. Employees shall not be assigned excessive or unreasonable workloads.

K. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.

L. The University shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine which shall be kept supplied and in working order.

M. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the University Safety Committee established by the terms of Article 26.

N. The University shall supply chemicals to eliminate nauseous odors.

O. The first aid area shall be equipped with a cot and necessary first aid supplies.

P. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.

Q. Power tools and saws shall be sharpened by competent individuals.

R. The University shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the University. The University agrees to endeavor to arrange for transportation to a medical treatment. When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the University shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

S. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.

T. Except at campuses where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and powerlifts, no member of the custodial force shall be required to perform such tasks using said equipment.

U. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.

V. The issue of asbestos generally will be a permanent agenda item for the University Safety Committee established by the terms of Article 26. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

W. There shall be a special labor management committee comprised of an equal number of representatives of the University and the Union for the purpose of developing recommendations for the creation of a campus emergency response team.

X. The University shall maintain and publish a telephone number for the purpose of reporting potentially unsafe conditions. The University shall respond with a status update to any such report of potentially unsafe conditions within forty-eight (48 hours and periodically thereafter until the matter is resolved.

Y. The University shall provide lockers for unit members in the Facilities area.

Section 5.

A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.
B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.
C. The CEO/designee shall make reasonable efforts to reduce Repetitive Strain Injuries within the institution.
D. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two (2) weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

ARTICLE 29 - PROBATIONARY EMPLOYEES

Section 1.
New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

Section 2.
The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

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

Section 4.
During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected union activity.

Section 5.
An employee whose employment is severed with the University must serve an additional probationary period upon re-employment, whether in the same or a different job title.

Section 6.
During the probationary period an employee may not laterally transfer or seek lateral appointment. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

ARTICLE 30 - DISCIPLINARY ACTION

Section 1.

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

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

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

Section 2.

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

A. Willful neglect or non-performance of one or more assigned duties;

B. Demonstrated incompetence in the performance of one or more assigned duties;

C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;

D. Insubordination, which shall mean a refusal to carry out a direct order;

E. Dishonesty in the performance of assigned duties;

F. Chronic absenteeism or tardiness without reasonable excuse;

G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;

H. Institutional theft.

I. Loss of required licenses or certifications necessary to perform an essential function or duty of the job, or failure to maintain in good standing such licenses and certifications.

Section 3.

When terminating a unit member, the CEO shall inform the member in writing with the reasons therefore.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

A fair and effective conflict resolution mechanism, where disputes are openly discussed and settlement is explored, is essential to creating and maintaining a work environment where employees and supervisors treat each other with dignity, respect, and civility. Because each step in the grievance provides an opportunity for resolution, the parties will fairly evaluate all grievances, including fully and fairly hearing each other's position at each step of the grievance procedure, and will continually look for ways to reconcile differences.

In the event that the Union or any employee files a complaint before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or the Massachusetts Labor Relations Commission, and a grievance has been filed on the same matter, the grievance shall be held in abeyance pending the outcome of the complaint. If the University prevails in the above forum(s), the grievance shall be processed accordingly. If the Union or the employee prevails, the grievance shall be deemed withdrawn.

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

Section 1. Definitions

A. Grievant - shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.

B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.

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

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

Section 2.

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

B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any failure of the grievant to comply with any of the time limits prescribed herein shall be

deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum, the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein.

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

D. A grievance may be withdrawn at any level.

E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in a grievance.

F. Collateral Consequences of a Grievance - The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official Personnel File of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

Section 3. Procedure for Filing of a Grievance

A. Step 1: - Supervisor and/or Department Head and/or Personnel Officer
A grievant shall institute the grievance procedure of this Article by filing with his/her Supervisor and/or Department Head and/or a Personnel Officer during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than ten (10) working days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The Supervisor and/or Department Head and/or personnel officer shall meet or arrange to

meet within three (3) days with the grievant and attempt to resolve the grievance. If within ten (10) days after such meeting, the grievant and the Supervisor and/or Department Head and/or a Personnel Officer have failed to agree upon a resolution of the grievance, or the grievant is dissatisfied with a written response from the employer, the grievant may elect to proceed to the next level.

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

C. Step 3: President of the University or Mediation
If the grievant elects to proceed to this step, then within seven (7) days of receipt of the Step 3 decision, he/she shall send a notice of his/her appeal to the President of the University or designee, (hereinafter in this Article "President/Designee"), and copy of such notice to the CEO. At the time of this appeal, the Union may request a hearing and the President/designee may, upon consultation with the Union, conduct such a hearing. The CEO shall forward forthwith a complete copy of the grievance record to the President/Designee. Within twenty (20) days of a hearing, or if no hearing is conducted within twenty (20) days of receipt of the notice required to initiate this step, the President/Designee shall review said grievance and issue a written decision.

Mediation. The parties may agree as an alternative to Step 4 to refer the matter to Grievance Mediation. A grievance mediator may be requested from the Massachusetts Board of Conciliation and Arbitration or the parties may agree on the choice of a neutral mediator. If after sixty (60) days from the date of the first mediation session, the grievance is not settled, the Union may proceed to Step 5 Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration.

D. Step 4: Mediation and Arbitration
Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance prior to the arbitration hearing. The parties may choose the State Board of Mediation and Conciliation or other mutually agreed upon mediation services/agencies. If a resolution of any grievance is achieved during the mediation process, the terms of the resolution will be reduced to writing and signed by both parties. If a resolution is not achieved during the mediation

process, the mediator shall issue an informal, non-binding verbal opinion. Such opinion shall not be admissible in any subsequent arbitration proceedings or litigation. Said mediator shall be exempt from arbitrator selection. In all mediation proceedings, mediator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the University. The Union maintains the right to proceed to arbitration.

Within twenty (20) days of the receipt of the Step 4 decision or, if the mediation procedure described in paragraph D of this Section is used, within twenty (20) days of an impasse in any mediation, or if no impasse is reached, within eighty (80) days from the date of the first mediation session, arbitration of the grievance may be initiated subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the University in accordance with the applicable provisions of state law.

2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and Campus Chancellor that it intends to submit a grievance to arbitration.

3. The Union and the Employer and/or the University shall select an arbitrator pursuant to normal American Arbitration Association procedures.

4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days' notice to the parties prior to the scheduled hearing date.

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

6. <u>Decision of the Arbitrator</u>
Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:

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

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

c. Whether the arbitrator has jurisdiction to arbitrate; and

d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefor, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

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

7. Costs of Arbitration

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

Section 4. Application

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

Section 5. System-wide Grievances

A. Whenever either of the parties is of the opinion that the resolution of a grievance involves an interpretation of the terms of this Agreement and is of system-wide applicability, either party may petition the President/Designee to treat such grievance as a system-wide grievance.

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

C. The University President/Designee shall, within ten (10) days of filing of such grievance, determine whether or not the grievance shall be treated as a system-wide grievance.

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

E. Within ten (10) days of receipt of the President's/Designee's decision in a system-wide grievance, arbitration may be initiated in accordance with Step 5 of this Article.

F. If the President/Designee declines to accept the grievance as a system-wide grievance, the Union or grievant may, within seven (7) days following receipt of the President's/designee's decision, file the grievance at Step 2 of the Grievance Procedure at the Campus where such grievance is alleged to have occurred.

Section 6. Admission & Grounds of Appeal

A. Admission - The resolution of a grievance by the Immediate Supervisor, the Department Head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose

or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

B. Grounds of Appeal - The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11 and 12 of the General Laws.

ARTICLE 32 - PERSONNEL FILES

Section 1.

A. 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 representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.

B. There shall be only one (1) official personnel file for the employee.

C. Unit members shall not be charged for "reasonable" copies of material within their personnel file.

Section 2.

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

Section 3.

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

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

Section 4.

Upon written request of the employee, all negative material shall be removed from an employee's personnel records on file after three (3) years.

Section 5.

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

ARTICLE 33 - EVALUATION OF EMPLOYEES

Section 1.
Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;

B. Serve as an important motivational tool and improve the quality of job performance;

C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;

D. Base personnel actions on objective, accurate and fair performance appraisals;

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

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

Section 2.
Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position, with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one (1) month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, as Appendix G, and shall be made on the basis of the following criteria:

A. Quality and quantity of work;

B. Work habits;

C. Work attitudes;

D. Working relationships with others;

E. Supervisory ability (if employee supervises others).

Section 3.
A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a "Meets Standards" rating.

B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to

discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit. An employee shall be given three (3) working days to review his/her evaluation prior to meeting with his/her supervisor.

C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standard" rating.

Section 4. Evaluation Appeal Process

A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:

   1. a one-time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period), or

   2. a ninety (90) day re-evaluation period.

B. An appeal of the original evaluation shall be initiated at the President's level within twenty-one 21 days. Appeals shall be held by a Tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by Management, and one (1) mutually agreed upon neutral third party.

   1. The standard of review to be applied by the Panel shall be solely limited to whether the final performance rating of "Does Not Meet Standards" was justified.

   2. The decision of the Tripartite panel shall be final and binding.

   3. Any employee having a "Does Not Meet Standards" rating overturned shall be made whole in as prompt a manner as possible.

   4. Any decision in favor of the employee will be effective from the month of the appeal forward.

C. The re-evaluation period shall be ninety (90) days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) day period to determine if a "Meets Standards" rating has been achieved.

   1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he/she shall be eligible for the denied Step and/or salary increase effective from the date of receiving the "Meets Standards" rating.

   2. At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" rating shall be able to make a one-time appeal of the re-evaluation rating to the Tripartite Panel. This appeal must be filed at the President's level within ten (10 days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Does Not Meet Standards" review.

D. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for Step purposes shall not be retarded.

E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

Section 5.
The Human Resource officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

Section 6.
Any evaluation, so retained with respect to any employee, may be reviewed by such employee in the office of the Personnel officer at any reasonable time upon prior written notice. Such employee shall have the right to file a written statement in response to any such evaluation.

Section 7.

A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step four (4) of the grievance procedure.

Section 8.
Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ration used to establish the number of "Does Not Meet Standards" ratings.

Upon execution of this Agreement, Union and Management will meet and agree to a list of "third party neutrals".

ARTICLE 34 - LABOR/MANAGEMENT COMMITTEE

Section 1. Campus Committee
There shall be established a Committee at each campus to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the Union. Such representatives shall be appointed respectively by the CEO and the Union. In addition, the CEO shall designate the chairperson for the local campus administration and the Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and the Union.

There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

ARTICLE 35 - NO STRIKE/NO LOCKOUTS

Section 1.
Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services of employees.

Section 2.
The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

Section 3.
The Employer agrees not to engage in the lockout of unit employees.

ARTICLE 36 - COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.
The cost items contained in this Agreement are specifically subject to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Employer, in which case the cost items shall be effective on the dates provided in this Agreement.

Section 2.
All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

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 that the additional, specific, complete and identifiable funding in each year of this agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

Any disputes involving this Article shall be subject to binding arbitration.

ARTICLE 37 - SAVINGS CLAUSE

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

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

ARTICLE 38 - DURATION

This Agreement shall be for the three (3) year period from July 1, 2014 through June 30, 2017, and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2017.

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.

ARTICLE 37 - WORKING CONDITIONS

Section 1. Support Services
The Employer/University Administration agrees to provide adequate overall support services for bargaining unit members.

Section 2. Workloads
Recognizing that workloads may vary from department to department and from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members.

COMPLETE AGREEMENT

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.

Agreement between the University of Massachusetts and the Classified Staff Union/Massachusetts Teachers Association/National Education Association

Signed this 31st day of MARCH, 2016.

For the Union

For the University

Appendix A

Classified Staff Union at the University of Massachusetts Boston **SICK LEAVE BANK APPLICATION**
SECTION ONE (To Be Completed By Member)
Name:
Employee ID Number:
Home Address:
Home Telephone Number:
Alternate Telephone Number:
Department:
Job Title:
Supervisor/Department Head:
Last Day of Work:
Expected Date of Return to Work:
Nature of Illness or Injury: Please include information in support of your request. Outline specifically the time frame you request.
Signature: Date:

Classified Staff Union at the University of Massachusetts Boston
SICK LEAVE BANK APPLICATION

SECTION 2 (To Be Completed by Physician)

Name of Patient:

Patient's condition and date of onset:

How long have you been treating this patient for this condition; include dates of first and most recent visits:

Please describe your treatment plan and prognosis for this patient:

Please provide a date when you believe this patient will be able to return to work:

Would you anticipate the patient will be able to return to work prior to this date on a modified work schedule?

If yes, please specify the date of return to work and length of a modified work schedule.

I hereby certify that I have examined the above named patient and certify under the pains and penalties of perjury that the information listed is true, based upon my knowledge and belief.

Signature of Physician: _____ Date: _____

Please print the following information:

Name of Physician: _____

Address: _____

Telephone Number: _____

Specialty: _____

Registration Number: _____

APPENDIX B: SALARY CHARTS

Appendix B1 - CSU Salary Schedule (37.5 hr) - Effective July 2014

Biweekly Rate

grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$957.11	$974.57	$992 31	$1,010.34	$1,028.74	$1,047.54	$1,066.62	$1,086.03	$1,105.83	$1,125.98	$1,148.45	$1,171.41	$1,194.83	$1,218.72
2	$976.05	$993.46	$1,011.27	$1,029.36	$1,047.74	$1,066.53	$1,085.60	$1,105.02	$1,124.81	$1,144.88	$1,167.76	$1,191.14	$1,214.91	$1,239.21
3	$992.00	$1,011.62	$1,031.66	$1,052.09	$1,072.91	$1,094.20	$1,115.85	$1,137.97	$1,160.50	$1,183.51	$1,207.17	$1,231.33	$1,255.91	$1,281.03
4	$1,019.88	$1,039.61	$1,059.64	$1,080.07	$1,100.97	$1,122.16	$1,143.87	$1,165.95	$1,188.47	$1,211.37	$1,235.60	$1,260.33	$1,285.50	$1,311.17
5	$1,037.43	$1,058.80	$1,080.52	$1,102.73	$1,125.32	$1,148.43	$1,172.05	$1,196.10	$1,220.70	$1,245.72	$1,270.59	$1,295.99	$1,321.91	$1,348.33
6	$1,076.03	$1,097.22	$1,118.98	$1,141.04	$1,163.63	$1,186.61	$1,210.07	$1,233.99	$1,258.39	$1,283.25	$1,308.92	$1,335.09	$1,361.77	$1,388.99
7	$1,102.86	$1,126.13	$1,149.82	$1,174.12	$1,198.90	$1,224.23	$1,250.10	$1,276.46	$1,303.38	$1,330.94	$1,357.57	$1,384.69	$1,412.39	$1,440.63
8	$1,128.81	$1,153.96	$1,179.65	$1,205.91	$1,232.77	$1,260.22	$1,288.33	$1,317.02	$1,346.33	$1,376.33	$1,403.85	$1,431.93	$1,460.57	$1,489.76
9	$1,172.05	$1,199.52	$1,227.56	$1,256.29	$1,285.77	$1,315.88	$1,346.65	$1,378.20	$1,410.47	$1,443.55	$1,472.37	$1,501.82	$1,531.86	$1,562.50
10	$1,217.79	$1,246.99	$1,276.89	$1,307.52	$1,338.90	$1,370.97	$1,403.91	$1,437.59	$1,472.02	$1,507.37	$1,537.51	$1,568.24	$1,599.59	$1,631.57
11	$1,260.50	$1,292.32	$1,324.96	$1,358.41	$1,392.74	$1,427.88	$1,463.92	$1,500.88	$1,538.76	$1,577.60	$1,609.15	$1,641.29	$1,674.11	$1,707.59
12	$1,316.41	$1,349.94	$1,384.25	$1,419.49	$1,455.56	$1,492.56	$1,530.51	$1,569.46	$1,609.33	$1,650.29	$1,683.29	$1,716.94	$1,751.23	$1,786.24
13	$1,390.54	$1,425.98	$1,462.34	$1,499.63	$1,537.84	$1,577.03	$1,617.28	$1,658.46	$1,700.77	$1,744.11	$1,779.01	$1,814.56	$1,850.83	$1,887.85
14	$1,448.66	$1,489.88	$1,532.36	$1,576.07	$1,620.95	$1,667.19	$1,714.68	$1,763.57	$1,813.85	$1,865.52	$1,902.82	$1,940.85	$1,979.64	$2,019.23
15	$1,521.75	$1,566.55	$1,612.67	$1,660.14	$1,708.99	$1,759.28	$1,811.04	$1,864.36	$1,919.22	$1,975.80	$2,015.28	$2,055.62	$2,096.71	$2,138.65
16	$1,604.08	$1,652.92	$1,703.22	$1,755.05	$1,808.48	$1,863.49	$1,920.17	$1,978.67	$2,038.90	$2,100.94	$2,142.97	$2,185.76	$2,229.47	$2,274.05
17	$1,700.77	$1,751.60	$1,803.91	$1,857.85	$1,913.36	$1,970.54	$2,029.43	$2,090.09	$2,152.56	$2,216.90	$2,261.22	$2,306.43	$2,352.52	$2,399.58
18	$1,782.15	$1,836.27	$1,892.04	$1,949.48	$2,008.68	$2,069.73	$2,132.57	$2,197.28	$2,264.05	$2,332.79	$2,379.47	$2,427.01	$2,475.52	$2,525.05
19	$1,874.40	$1,931.94	$1,991.23	$2,052.43	$2,115.41	$2,180.35	$2,247.26	$2,316.30	$2,387.40	$2,460.70	$2,509.91	$2,560.07	$2,611.28	$2,663.47
20	$1,975.08	$2,034.58	$2,095.80	$2,158.90	$2,223.86	$2,290.78	$2,359.75	$2,430.76	$2,503.93	$2,579.28	$2,630.86	$2,683.48	$2,737.11	$2,791.87
21	$2,066.94	$2,130.14	$2,195.22	$2,262.32	$2,331.50	$2,402.74	$2,476.20	$2,551.94	$2,629.96	$2,710.33	$2,764.54	$2,819.79	$2,876.19	$2,933.68
22	$2,169.51	$2,236.28	$2,305.13	$2,376.08	$2,449.20	$2,524.56	$2,602.26	$2,682.37	$2,764.99	$2,850.05	$2,907.07	$2,965.19	$3,024.47	$3,084.95
23	$2,280.63	$2,349.37	$2,420.16	$2,493.10	$2,568.27	$2,645.62	$2,725.40	$2,807.53	$2,892.09	$2,979.29	$3,038.88	$3,099.61	$3,161.59	$3,224.81
24	$2,383.78	$2,455.77	$2,529.92	$2,606.40	$2,685.08	$2,766.17	$2,849.76	$2,935.84	$3,024.54	$3,115.94	$3,178.24	$3,241.77	$3,306.62	$3,372.71
25	$2,486.84	$2,562.48	$2,640.39	$2,720.60	$2,803.38	$2,888.56	$2,976.38	$3,066.88	$3,160.12	$3,256.23	$3,321.32	$3,387.73	$3,455.48	$3,524.58
26	$2,578.70	$2,657.52	$2,738.72	$2,822.50	$2,908.78	$2,997.70	$3,089.28	$3,183.75	$3,281.03	$3,381.36	$3,448.95	$3,517.95	$3,588.26	$3,660.01

Appendix B2 - CSU Salary Schedule (40 hr) - Effective July 2014

Biweekly Rate

grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,036.47	$1,055.35	$1,074.57	$1,094.12	$1,114.04	$1,134.38	$1,155.05	$1,176.07	$1,197.51	$1,219.34	$1,243.69	$1,268.53	$1,293.90	$1,319.76
2	$1,056.97	$1,075.83	$1,095.12	$1,114.70	$1,134.62	$1,154.94	$1,175.60	$1,196.65	$1,218.07	$1,239.81	$1,264.58	$1,289.87	$1,315.65	$1,341.96
3	$1,074.25	$1,095.50	$1,117.21	$1,139.31	$1,161.87	$1,184.91	$1,208.37	$1,232.32	$1,256.72	$1,281.64	$1,307.25	$1,333.40	$1,360.05	$1,387.23
4	$1,104.43	$1,125.80	$1,147.50	$1,169.64	$1,192.27	$1,215.21	$1,238.71	$1,262.62	$1,287.02	$1,311.83	$1,338.05	$1,364.82	$1,392.08	$1,419.90
5	$1,123.44	$1,146.56	$1,170.10	$1,194.15	$1,218.62	$1,243.67	$1,269.22	$1,295.27	$1,321.90	$1,349.01	$1,375.95	$1,403.44	$1,431.51	$1,460.11
6	$1,165.25	$1,188.19	$1,211.75	$1,235.65	$1,260.11	$1,284.98	$1,310.42	$1,336.29	$1,362.71	$1,389.65	$1,417.45	$1,445.77	$1,474.66	$1,504.14
7	$1,194.29	$1,219.50	$1,245.16	$1,271.46	$1,298.30	$1,325.72	$1,353.76	$1,382.29	$1,411.45	$1,441.28	$1,470.12	$1,499.51	$1,529.49	$1,560.08
8	$1,222.40	$1,249.64	$1,277.45	$1,305.89	$1,334.97	$1,364.70	$1,395.15	$1,426.20	$1,457.96	$1,490.44	$1,520.24	$1,550.65	$1,581.66	$1,613.27
9	$1,269.22	$1,298.96	$1,329.35	$1,360.43	$1,392.37	$1,424.99	$1,458.32	$1,492.47	$1,527.41	$1,563.23	$1,594.45	$1,626.32	$1,658.88	$1,692.03
10	$1,318.75	$1,350.36	$1,382.77	$1,415.93	$1,449.91	$1,484.65	$1,520.30	$1,556.78	$1,594.09	$1,632.33	$1,664.99	$1,698.26	$1,732.21	$1,766.86
11	$1,365.03	$1,399.47	$1,434.81	$1,471.05	$1,508.20	$1,546.25	$1,585.30	$1,625.33	$1,666.33	$1,708.40	$1,742.54	$1,777.35	$1,812.91	$1,849.16
12	$1,425.56	$1,461.85	$1,499.01	$1,537.17	$1,576.25	$1,616.31	$1,657.41	$1,699.56	$1,742.77	$1,787.12	$1,822.85	$1,859.30	$1,896.44	$1,934.35
13	$1,505.83	$1,544.19	$1,583.58	$1,623.95	$1,665.36	$1,707.79	$1,751.39	$1,795.97	$1,841.78	$1,888.73	$1,926.50	$1,965.00	$2,004.30	$2,044.37
14	$1,568.75	$1,613.40	$1,659.42	$1,706.72	$1,755.34	$1,805.42	$1,856.84	$1,909.79	$1,964.24	$2,020.21	$2,060.59	$2,101.76	$2,143.78	$2,186.65
15	$1,647.92	$1,696.44	$1,746.39	$1,797.76	$1,850.70	$1,905.15	$1,961.20	$2,018.93	$2,078.36	$2,139.60	$2,182.37	$2,226.05	$2,270.54	$2,315.96
16	$1,737.07	$1,789.94	$1,844.42	$1,900.56	$1,958.42	$2,017.99	$2,079.40	$2,142.72	$2,207.94	$2,275.12	$2,320.63	$2,366.99	$2,414.31	$2,462.58
17	$1,841.78	$1,896.84	$1,953.47	$2,011.89	$2,071.98	$2,133.92	$2,197.69	$2,263.38	$2,331.04	$2,400.71	$2,448.71	$2,497.67	$2,547.58	$2,598.53
18	$1,929.91	$1,988.52	$2,048.91	$2,111.10	$2,175.24	$2,241.33	$2,309.38	$2,379.45	$2,451.77	$2,526.18	$2,576.76	$2,628.24	$2,680.78	$2,734.39
19	$2,029.81	$2,092.12	$2,156.32	$2,222.61	$2,290.81	$2,361.12	$2,433.57	$2,508.35	$2,585.35	$2,664.74	$2,718.01	$2,772.34	$2,827.78	$2,884.31
20	$2,138.84	$2,203.25	$2,269.57	$2,337.89	$2,408.24	$2,480.72	$2,555.40	$2,632.30	$2,711.54	$2,793.14	$2,848.97	$2,905.97	$2,964.05	$3,023.34
21	$2,238.32	$2,306.75	$2,377.23	$2,449.89	$2,524.80	$2,601.96	$2,681.52	$2,763.53	$2,848.01	$2,935.03	$2,993.74	$3,053.59	$3,114.66	$3,176.92
22	$2,349.39	$2,421.69	$2,496.26	$2,573.07	$2,652.26	$2,733.87	$2,818.03	$2,904.77	$2,994.23	$3,086.34	$3,148.09	$3,211.03	$3,275.23	$3,340.74
23	$2,469.72	$2,544.16	$2,620.81	$2,699.81	$2,781.21	$2,864.96	$2,951.36	$3,040.30	$3,131.88	$3,226.30	$3,290.83	$3,356.61	$3,423.73	$3,492.18
24	$2,581.40	$2,659.37	$2,739.70	$2,822.51	$2,907.70	$2,995.51	$3,086.03	$3,179.26	$3,275.31	$3,374.27	$3,441.74	$3,510.54	$3,580.76	$3,652.33
25	$2,693.03	$2,774.94	$2,859.31	$2,946.17	$3,035.81	$3,128.05	$3,223.17	$3,321.16	$3,422.14	$3,526.20	$3,596.68	$3,668.62	$3,741.97	$3,816.80
26	$2,792.51	$2,877.85	$2,965.81	$3,056.51	$3,149.93	$3,246.22	$3,345.42	$3,447.71	$3,553.05	$3,661.72	$3,734.91	$3,809.63	$3,885.78	$3,963.46

Appendix B3 - CSU Salary Schedule (37.5 hr) - Effective January 2015

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$971.69	$989.41	$1,007.42	$1,025.73	$1,044.41	$1,063.49	$1,082.86	$1,102.57	$1,122.67	$1,143.13	$1,165.94	$1,189.25	$1,213.03	$1,237.28
2	$990.91	$1,008.59	$1,026.67	$1,045.04	$1,063.70	$1,082.77	$1,102.13	$1,121.85	$1,141.94	$1,162.31	$1,185.54	$1,209.28	$1,233.41	$1,258.08
3	$1,007.11	$1,027.03	$1,047.37	$1,068.11	$1,089.25	$1,110.86	$1,132.84	$1,155.30	$1,178.17	$1,201.53	$1,225.55	$1,250.08	$1,275.04	$1,300.54
4	$1,035.41	$1,055.44	$1,075.78	$1,096.52	$1,117.74	$1,139.25	$1,161.29	$1,183.71	$1,206.57	$1,229.82	$1,254.42	$1,279.52	$1,305.08	$1,331.14
5	$1,053.23	$1,074.92	$1,096.97	$1,119.52	$1,142.46	$1,165.92	$1,189.90	$1,214.31	$1,239.29	$1,264.69	$1,289.94	$1,315.73	$1,342.04	$1,368.86
6	$1,092.42	$1,113.93	$1,136.02	$1,158.42	$1,181.35	$1,204.68	$1,228.50	$1,252.78	$1,277.55	$1,302.79	$1,328.85	$1,355.42	$1,382.51	$1,410.14
7	$1,119.65	$1,143.28	$1,167.33	$1,192.00	$1,217.16	$1,242.87	$1,269.14	$1,295.90	$1,323.23	$1,351.21	$1,378.24	$1,405.78	$1,433.90	$1,462.57
8	$1,146.00	$1,171.53	$1,197.61	$1,224.27	$1,251.54	$1,279.41	$1,307.95	$1,337.08	$1,366.83	$1,397.29	$1,425.23	$1,453.74	$1,482.81	$1,512.45
9	$1,189.90	$1,217.79	$1,246.25	$1,275.42	$1,305.35	$1,335.92	$1,367.16	$1,399.19	$1,431.95	$1,465.53	$1,494.79	$1,524.69	$1,555.19	$1,586.29
10	$1,236.33	$1,265.98	$1,296.34	$1,327.43	$1,359.29	$1,391.85	$1,425.29	$1,459.48	$1,494.44	$1,530.32	$1,560.92	$1,592.12	$1,623.95	$1,656.42
11	$1,279.70	$1,312.00	$1,345.14	$1,379.10	$1,413.95	$1,449.62	$1,486.21	$1,523.74	$1,562.19	$1,601.62	$1,633.65	$1,666.28	$1,699.60	$1,733.59
12	$1,336.46	$1,370.50	$1,405.33	$1,441.11	$1,477.73	$1,515.29	$1,553.82	$1,593.36	$1,633.84	$1,675.42	$1,708.92	$1,743.09	$1,777.90	$1,813.44
13	$1,411.72	$1,447.70	$1,484.61	$1,522.47	$1,561.26	$1,601.05	$1,641.91	$1,683.72	$1,726.67	$1,770.67	$1,806.10	$1,842.19	$1,879.02	$1,916.60
14	$1,470.72	$1,512.57	$1,555.70	$1,600.07	$1,645.63	$1,692.58	$1,740.79	$1,790.43	$1,841.47	$1,893.93	$1,931.80	$1,970.41	$2,009.79	$2,049.98
15	$1,544.92	$1,590.41	$1,637.23	$1,685.42	$1,735.02	$1,786.07	$1,838.62	$1,892.75	$1,948.45	$2,005.89	$2,045.97	$2,086.92	$2,128.64	$2,171.22
16	$1,628.51	$1,678.09	$1,729.16	$1,781.78	$1,836.02	$1,891.87	$1,949.41	$2,008.80	$2,069.95	$2,132.93	$2,175.60	$2,219.05	$2,263.42	$2,308.68
17	$1,726.67	$1,778.27	$1,831.38	$1,886.14	$1,942.50	$2,000.55	$2,060.33	$2,121.92	$2,185.34	$2,250.66	$2,295.65	$2,341.55	$2,388.35	$2,436.12
18	$1,809.29	$1,864.23	$1,920.85	$1,979.17	$2,039.27	$2,101.25	$2,165.05	$2,230.74	$2,298.53	$2,368.31	$2,415.71	$2,463.97	$2,513.22	$2,563.50
19	$1,902.94	$1,961.36	$2,021.55	$2,083.69	$2,147.62	$2,213.55	$2,281.48	$2,351.57	$2,423.76	$2,498.17	$2,548.13	$2,599.06	$2,651.05	$2,704.03
20	$2,005.16	$2,065.56	$2,127.72	$2,191.78	$2,257.73	$2,325.67	$2,395.69	$2,467.78	$2,542.06	$2,618.56	$2,670.92	$2,724.35	$2,778.79	$2,834.39
21	$2,098.42	$2,162.58	$2,228.65	$2,296.77	$2,367.00	$2,439.33	$2,513.91	$2,590.80	$2,670.01	$2,751.60	$2,806.64	$2,862.73	$2,919.99	$2,978.36
22	$2,202.55	$2,270.33	$2,340.23	$2,412.26	$2,486.50	$2,563.01	$2,641.89	$2,723.22	$2,807.10	$2,893.45	$2,951.34	$3,010.35	$3,070.53	$3,131.93
23	$2,315.36	$2,385.15	$2,457.02	$2,531.07	$2,607.38	$2,685.91	$2,766.90	$2,850.28	$2,936.13	$3,024.66	$3,085.16	$3,146.81	$3,209.74	$3,273.92
24	$2,420.08	$2,493.17	$2,568.45	$2,646.09	$2,725.97	$2,808.29	$2,893.16	$2,980.55	$3,070.60	$3,163.39	$3,226.64	$3,291.14	$3,356.97	$3,424.07
25	$2,524.71	$2,601.50	$2,680.60	$2,762.03	$2,846.07	$2,932.55	$3,021.71	$3,113.58	$3,208.24	$3,305.82	$3,371.90	$3,439.32	$3,508.10	$3,578.25
26	$2,617.97	$2,697.99	$2,780.43	$2,865.48	$2,953.08	$3,043.35	$3,136.32	$3,232.23	$3,330.99	$3,432.85	$3,501.47	$3,571.52	$3,642.90	$3,715.75

Appendix B4 - CSU Salary Schedule 40 hr) - Effective January 2015

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,021.15	$1,039.76	$1,058.69	$1,077.95	$1,097.58	$1,117.62	$1,137.98	$1,158.69	$1,179.82	$1,201.32	$1,225.31	$1,249.78	$1,274.78	$1,300.26
2	$1,041.35	$1,059.93	$1,078.93	$1,098.23	$1,117.85	$1,137.88	$1,158.23	$1,178.96	$1,200.06	$1,221.49	$1,245.89	$1,270.81	$1,296.21	$1,322.13
3	$1,058.37	$1,079.31	$1,100.70	$1,122.47	$1,144.70	$1,167.40	$1,190.51	$1,214.11	$1,238.15	$1,262.70	$1,287.93	$1,313.69	$1,339.95	$1,366.73
4	$1,088.11	$1,109.16	$1,130.54	$1,152.35	$1,174.65	$1,197.25	$1,220.41	$1,243.96	$1,268.00	$1,292.44	$1,318.27	$1,344.65	$1,371.51	$1,398.91
5	$1,106.84	$1,129.61	$1,152.81	$1,176.51	$1,200.61	$1,225.29	$1,250.46	$1,276.13	$1,302.37	$1,329.07	$1,355.61	$1,382.70	$1,410.35	$1,438.53
6	$1,148.03	$1,170.63	$1,193.84	$1,217.39	$1,241.49	$1,265.99	$1,291.05	$1,316.55	$1,342.57	$1,369.11	$1,396.50	$1,424.40	$1,452.87	$1,481.91
7	$1,176.64	$1,201.48	$1,226.76	$1,252.67	$1,279.11	$1,306.13	$1,333.75	$1,361.87	$1,390.59	$1,419.99	$1,448.39	$1,477.35	$1,506.89	$1,537.02
8	$1,204.34	$1,231.17	$1,258.57	$1,286.59	$1,315.24	$1,344.53	$1,374.53	$1,405.13	$1,436.42	$1,468.41	$1,497.77	$1,527.74	$1,558.29	$1,589.43
9	$1,250.46	$1,279.76	$1,309.71	$1,340.33	$1,371.79	$1,403.93	$1,436.77	$1,470.41	$1,504.84	$1,540.13	$1,570.89	$1,602.29	$1,634.36	$1,667.03
10	$1,299.26	$1,330.40	$1,362.33	$1,395.01	$1,428.48	$1,462.71	$1,497.84	$1,533.78	$1,570.53	$1,608.21	$1,640.38	$1,673.17	$1,706.61	$1,740.75
11	$1,344.85	$1,378.79	$1,413.61	$1,449.31	$1,485.91	$1,523.40	$1,561.87	$1,601.31	$1,641.70	$1,683.15	$1,716.79	$1,751.09	$1,786.12	$1,821.83
12	$1,404.50	$1,440.24	$1,476.86	$1,514.45	$1,552.96	$1,592.42	$1,632.91	$1,674.45	$1,717.01	$1,760.71	$1,795.91	$1,831.82	$1,868.41	$1,905.76
13	$1,483.57	$1,521.37	$1,560.18	$1,599.95	$1,640.75	$1,682.56	$1,725.51	$1,769.43	$1,814.57	$1,860.82	$1,898.03	$1,935.96	$1,974.68	$2,014.16
14	$1,545.57	$1,589.56	$1,634.90	$1,681.50	$1,729.40	$1,778.74	$1,829.40	$1,881.57	$1,935.21	$1,990.35	$2,030.14	$2,070.70	$2,112.10	$2,154.34
15	$1,623.56	$1,671.37	$1,720.58	$1,771.20	$1,823.35	$1,877.00	$1,932.21	$1,989.10	$2,047.64	$2,107.98	$2,150.12	$2,193.15	$2,236.99	$2,281.73
16	$1,711.40	$1,763.49	$1,817.16	$1,872.47	$1,929.47	$1,988.17	$2,048.67	$2,111.06	$2,175.31	$2,241.50	$2,286.34	$2,332.01	$2,378.63	$2,426.18
17	$1,814.57	$1,868.81	$1,924.60	$1,982.15	$2,041.36	$2,102.38	$2,165.21	$2,229.93	$2,296.59	$2,365.23	$2,412.52	$2,460.76	$2,509.93	$2,560.12
18	$1,901.39	$1,959.13	$2,018.63	$2,079.90	$2,143.09	$2,208.20	$2,275.25	$2,344.28	$2,415.54	$2,488.85	$2,538.68	$2,589.40	$2,641.16	$2,693.98
19	$1,999.81	$2,061.20	$2,124.46	$2,189.76	$2,256.95	$2,326.23	$2,397.60	$2,471.28	$2,547.14	$2,625.36	$2,677.84	$2,731.37	$2,785.99	$2,841.69
20	$2,107.23	$2,170.69	$2,236.02	$2,303.34	$2,372.65	$2,444.06	$2,517.64	$2,593.40	$2,671.47	$2,751.86	$2,806.87	$2,863.02	$2,920.25	$2,978.66
21	$2,205.24	$2,272.66	$2,342.10	$2,413.68	$2,487.49	$2,563.50	$2,641.89	$2,722.69	$2,805.92	$2,891.65	$2,949.50	$3,008.46	$3,068.63	$3,129.97
22	$2,314.67	$2,385.90	$2,459.37	$2,535.04	$2,613.07	$2,693.46	$2,776.38	$2,861.84	$2,949.98	$3,040.73	$3,101.57	$3,163.57	$3,226.83	$3,291.37
23	$2,433.22	$2,506.56	$2,582.08	$2,659.91	$2,740.10	$2,822.62	$2,907.74	$2,995.37	$3,085.60	$3,178.62	$3,242.19	$3,307.00	$3,373.13	$3,440.58
24	$2,543.26	$2,620.07	$2,699.21	$2,780.80	$2,864.73	$2,951.24	$3,040.42	$3,132.28	$3,226.91	$3,324.40	$3,390.88	$3,458.66	$3,527.85	$3,598.36
25	$2,653.23	$2,733.93	$2,817.05	$2,902.63	$2,990.94	$3,081.82	$3,175.54	$3,272.08	$3,371.57	$3,474.09	$3,543.53	$3,614.40	$3,686.67	$3,760.39
26	$2,751.24	$2,835.32	$2,921.98	$3,011.34	$3,103.38	$3,198.24	$3,295.98	$3,396.76	$3,500.54	$3,607.60	$3,679.71	$3,753.33	$3,828.36	$3,904.89

Appendix B5 - CSU Salary Schedule (37.5 hr) - Effective July 2015

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$986.27	$1,004.25	$1,022.53	$1,041.12	$1,060.08	$1,079.44	$1,099.10	$1,119.11	$1,139 51	$1,160.28	$1,183.43	$1,207.09	$1,231.23	$1,255.84
2	$1,005.77	$1,023.72	$1,042.07	$1,060.72	$1,079.66	$1,099.01	$1,118.66	$1,138.68	$1,159.07	$1,179.74	$1,203.32	$1,227.42	$1,251.91	$1,276.95
3	$1,022.22	$1,042.44	$1,063.08	$1,084.13	$1,105.59	$1,127.52	$1,149.83	$1,172.63	$1,195.84	$1,219.55	$1,243.93	$1,268.83	$1,294.17	$1,320.05
4	$1,050.94	$1,071.27	$1,091.92	$1,112.97	$1,134.51	$1,156.34	$1,178.71	$1,201.47	$1,224.67	$1,248.27	$1,273.24	$1,298.71	$1,324.66	$1,351.11
5	$1,069.03	$1,091.04	$1,113.42	$1,136.31	$1,159.60	$1,183.41	$1,207.75	$1,232.52	$1,257.88	$1,283.66	$1,309.29	$1,335.47	$1,362.17	$1,389.39
6	$1,108.81	$1,130.64	$1,153.06	$1,175.80	$1,199.07	$1,222.75	$1,246.93	$1,271.57	$1,296.71	$1,322.33	$1,348.78	$1,375.75	$1,403.25	$1,431.29
7	$1,136.44	$1,160.43	$1,184.84	$1,209.88	$1,235.42	$1,261.51	$1,288.18	$1,315.34	$1,343.08	$1,371.48	$1,398.91	$1,426.87	$1,455.41	$1,484.51
8	$1,163.19	$1,189.10	$1,215.57	$1,242.63	$1,270.31	$1,298.60	$1,327.57	$1,357.14	$1,387 33	$1,418.25	$1,446.61	$1,475.55	$1,505.05	$1,535.14
9	$1,207.75	$1,236.06	$1,264.94	$1,294.55	$1,324.93	$1,355.96	$1,387.67	$1,420.18	$1,453.43	$1,487.51	$1,517.21	$1,547.56	$1,578.52	$1,610.08
10	$1,254.87	$1,284.97	$1,315.79	$1,347.34	$1,379.68	$1,412.73	$1,446.67	$1,481.37	$1,516.86	$1,553.27	$1,584.33	$1,616.00	$1,648.31	$1,681.27
11	$1,298.90	$1,331.68	$1,365.32	$1,399.79	$1,435.16	$1,471.36	$1,508.50	$1,546.60	$1,585.62	$1,625.64	$1,658.15	$1,691.27	$1,725.09	$1,759.59
12	$1,356.51	$1,391.06	$1,426.41	$1,462.73	$1,499.90	$1,538.02	$1,577.13	$1,617.26	$1,658 35	$1,700.55	$1,734.55	$1,769.24	$1,804.57	$1,840.64
13	$1,432.90	$1,469.42	$1,506.88	$1,545.31	$1,584.68	$1,625.07	$1,666.54	$1,708.98	$1,752 57	$1,797.23	$1,833.19	$1,869.82	$1,907.21	$1,945.35
14	$1,492.78	$1,535.26	$1,579.04	$1,624.07	$1,670.31	$1,717.97	$1,766.90	$1,817.29	$1,869.09	$1,922.34	$1,960.78	$1,999.97	$2,039.94	$2,080.73
15	$1,568.09	$1,614.27	$1,661.79	$1,710.70	$1,761.05	$1,812.86	$1,866.20	$1,921.14	$1,977.68	$2,035.98	$2,076.66	$2,118.22	$2,160.57	$2,203.79
16	$1,652.94	$1,703.26	$1,755.10	$1,808.51	$1,863.56	$1,920.25	$1,978.65	$2,038.93	$2,101.00	$2,164.92	$2,208.23	$2,252.34	$2,297.37	$2,343.31
17	$1,752.57	$1,804.94	$1,858.85	$1,914.43	$1,971.64	$2,030.56	$2,091.23	$2,153.75	$2,218 12	$2,284.42	$2,330.08	$2,376.67	$2,424.18	$2,472.66
18	$1,836.43	$1,892.19	$1,949.66	$2,008.86	$2,069.86	$2,132.77	$2,197.53	$2,264.20	$2,333.01	$2,403.83	$2,451.95	$2,500.93	$2,550.92	$2,601.95
19	$1,931.48	$1,990.78	$2,051.87	$2,114.95	$2,179.83	$2,246.75	$2,315.70	$2,386.84	$2,460 12	$2,535.64	$2,586.35	$2,638.05	$2,690.82	$2,744.59
20	$2,035.24	$2,096.54	$2,159.64	$2,224.66	$2,291.60	$2,360.56	$2,431.63	$2,504.80	$2,580 19	$2,657.84	$2,710.98	$2,765.22	$2,820.47	$2,876.91
21	$2,129.90	$2,195.02	$2,262.08	$2,331.22	$2,402.51	$2,475.92	$2,551.62	$2,629.66	$2,710.06	$2,792.87	$2,848.74	$2,905.67	$2,963.79	$3,023.04
22	$2,235.59	$2,304.38	$2,375.33	$2,448.44	$2,523.80	$2,601.46	$2,681.52	$2,764.07	$2,849 21	$2,936.85	$2,995.61	$3,055.51	$3,116.59	$3,178.91
23	$2,350.09	$2,420.93	$2,493.88	$2,569.04	$2,646.49	$2,726.20	$2,808.40	$2,893.03	$2,980 17	$3,070.03	$3,131.44	$3,194.01	$3,257.89	$3,323.03
24	$2,456.38	$2,530.57	$2,606.98	$2,685.78	$2,766.86	$2,850.41	$2,936.56	$3,025.26	$3,116.66	$3,210.84	$3,275.04	$3,340.51	$3,407.32	$3,475.43
25	$2,562.58	$2,640.52	$2,720.81	$2,803.46	$2,888.76	$2,976.54	$3,067.04	$3,160.28	$3,256 36	$3,355.41	$3,422.48	$3,490.91	$3,560.72	$3,631.92
26	$2,657.24	$2,738.46	$2,822.14	$2,908.46	$2,997.38	$3,089.00	$3,183.36	$3,280.71	$3,380 95	$3,484.34	$3,553.99	$3,625.09	$3,697.54	$3,771.49

Appendix B6 - CSU Salary Schedule (40 hr) - Effective July 2015

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,052.02	$1,071.18	$1,090.69	$1,110.53	$1,130.75	$1,151.40	$1,172.38	$1,193.71	$1,215.47	$1,237.63	$1,262.35	$1,287.56	$1,313.31	$1,339.56
2	$1,072.82	$1,091.97	$1,111.55	$1,131.42	$1,151.64	$1,172.26	$1,193.23	$1,214.60	$1,236.34	$1,258.41	$1,283.55	$1,309.22	$1,335.38	$1,362.09
3	$1,090.36	$1,111.93	$1,133.97	$1,156.40	$1,179.30	$1,202.68	$1,226.50	$1,250.80	$1,275.57	$1,300.86	$1,326.86	$1,353.40	$1,380.45	$1,408.04
4	$1,121.00	$1,142.69	$1,164.71	$1,187.18	$1,210.15	$1,233.44	$1,257.29	$1,281.56	$1,306.33	$1,331.51	$1,358.12	$1,385.29	$1,412.96	$1,441.20
5	$1,140.29	$1,163.76	$1,187.65	$1,212.06	$1,236.90	$1,262.33	$1,288.26	$1,314.70	$1,341.73	$1,369.25	$1,396.59	$1,424.49	$1,452.98	$1,482.01
6	$1,182.73	$1,206.01	$1,229.93	$1,254.18	$1,279.01	$1,304.25	$1,330.08	$1,356.33	$1,383.15	$1,410.49	$1,438.71	$1,467.46	$1,496.78	$1,526.70
7	$1,212.20	$1,237.79	$1,263.84	$1,290.53	$1,317.77	$1,345.61	$1,374.07	$1,403.02	$1,432.62	$1,462.90	$1,492.17	$1,522.00	$1,552.43	$1,583.48
8	$1,240.74	$1,268.38	$1,296.61	$1,325.48	$1,354.99	$1,385.17	$1,416.08	$1,447.59	$1,479.83	$1,512.80	$1,543.04	$1,573.91	$1,605.38	$1,637.47
9	$1,288.26	$1,318.44	$1,349.29	$1,380.84	$1,413.26	$1,446.36	$1,480.19	$1,514.86	$1,550.32	$1,586.68	$1,618.37	$1,650.71	$1,683.76	$1,717.41
10	$1,338.53	$1,370.62	$1,403.51	$1,437.17	$1,471.66	$1,506.92	$1,543.10	$1,580.13	$1,618.00	$1,656.81	$1,689.96	$1,723.73	$1,758.19	$1,793.36
11	$1,385.51	$1,420.46	$1,456.33	$1,493.12	$1,530.82	$1,569.44	$1,609.08	$1,649.71	$1,691.32	$1,734.03	$1,768.68	$1,804.01	$1,840.10	$1,876.90
12	$1,446.94	$1,483.78	$1,521.50	$1,560.23	$1,599.89	$1,640.55	$1,682.27	$1,725.05	$1,768.91	$1,813.93	$1,850.19	$1,887.19	$1,924.89	$1,963.37
13	$1,528.42	$1,567.35	$1,607.33	$1,648.31	$1,690.34	$1,733.41	$1,777.66	$1,822.91	$1,869.41	$1,917.06	$1,955.40	$1,994.48	$2,034.36	$2,075.04
14	$1,592.28	$1,637.60	$1,684.31	$1,732.32	$1,781.67	$1,832.50	$1,884.69	$1,938.44	$1,993.70	$2,050.51	$2,091.50	$2,133.29	$2,175.94	$2,219.45
15	$1,672.64	$1,721.89	$1,772.59	$1,824.73	$1,878.46	$1,933.73	$1,990.62	$2,049.21	$2,109.54	$2,171.69	$2,215.11	$2,259.44	$2,304.60	$2,350.70
16	$1,763.13	$1,816.79	$1,872.09	$1,929.07	$1,987.80	$2,048.26	$2,110.59	$2,174.86	$2,241.06	$2,309.25	$2,355.44	$2,402.49	$2,450.52	$2,499.52
17	$1,869.41	$1,925.29	$1,982.77	$2,042.07	$2,103.06	$2,165.93	$2,230.66	$2,297.33	$2,366.01	$2,436.72	$2,485.44	$2,535.14	$2,585.79	$2,637.51
18	$1,958.86	$2,018.35	$2,079.64	$2,142.77	$2,207.87	$2,274.95	$2,344.02	$2,415.14	$2,488.55	$2,564.07	$2,615.41	$2,667.66	$2,720.99	$2,775.41
19	$2,060.26	$2,123.50	$2,188.66	$2,255.95	$2,325.17	$2,396.54	$2,470.07	$2,545.98	$2,624.13	$2,704.71	$2,758.78	$2,813.93	$2,870.20	$2,927.57
20	$2,170.92	$2,236.30	$2,303.61	$2,372.96	$2,444.36	$2,517.93	$2,593.73	$2,671.78	$2,752.21	$2,835.04	$2,891.70	$2,949.56	$3,008.51	$3,068.69
21	$2,271.89	$2,341.35	$2,412.89	$2,486.64	$2,562.67	$2,640.99	$2,721.74	$2,804.98	$2,890.73	$2,979.06	$3,038.65	$3,099.39	$3,161.38	$3,224.57
22	$2,384.63	$2,458.02	$2,533.70	$2,611.67	$2,692.04	$2,774.88	$2,860.30	$2,948.34	$3,039.14	$3,132.64	$3,195.31	$3,259.20	$3,324.36	$3,390.85
23	$2,506.77	$2,582.32	$2,660.12	$2,740.31	$2,822.93	$2,907.93	$2,995.63	$3,085.90	$3,178.86	$3,274.69	$3,340.19	$3,406.96	$3,475.09	$3,544.56
24	$2,620.12	$2,699.26	$2,780.80	$2,864.85	$2,951.32	$3,040.44	$3,132.32	$3,226.95	$3,324.44	$3,424.88	$3,493.37	$3,563.20	$3,634.47	$3,707.11
25	$2,733.43	$2,816.56	$2,902.20	$2,990.36	$3,081.35	$3,174.97	$3,271.52	$3,370.98	$3,473.47	$3,579.09	$3,650.63	$3,723.65	$3,798.10	$3,874.05
26	$2,834.40	$2,921.02	$3,010.30	$3,102.36	$3,197.18	$3,294.91	$3,395.60	$3,499.43	$3,606.35	$3,716.65	$3,790.93	$3,866.77	$3,944.07	$4,022.91

Appendix B7 - CSU Salary Schedule (37.5 hr) - Effective January 2016

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,001.06	$1,019.31	$1,037.86	$1,056.74	$1,075.98	$1,095.63	$1,115.59	$1,135.89	$1,156.60	$1,177.68	$1,201.18	$1,225.20	$1,249.69	$1,274.68
2	$1,020.86	$1,039.07	$1,057.70	$1,076.63	$1,095.85	$1,115.49	$1,135.45	$1,155.76	$1,176.46	$1,197.44	$1,221.37	$1,245.83	$1,270.69	$1,296.11
3	$1,037.55	$1,058.07	$1,079.02	$1,100.39	$1,122.17	$1,144.44	$1,167.08	$1,190.22	$1,213.78	$1,237.85	$1,262.59	$1,287.86	$1,313.58	$1,339.84
4	$1,066.70	$1,087.35	$1,108.30	$1,129.66	$1,151.53	$1,173.69	$1,196.39	$1,219.49	$1,243.04	$1,266.99	$1,292.34	$1,318.19	$1,344.52	$1,371.38
5	$1,085.06	$1,107.41	$1,130.13	$1,153.36	$1,176.99	$1,201.16	$1,225.86	$1,251.01	$1,276.75	$1,302.92	$1,328.93	$1,355.50	$1,382.61	$1,410.23
6	$1,125.44	$1,147.60	$1,170.35	$1,193.43	$1,217.05	$1,241.09	$1,265.63	$1,290.65	$1,316.17	$1,342.17	$1,369.01	$1,396.38	$1,424.30	$1,452.76
7	$1,153.49	$1,177.84	$1,202.61	$1,228.03	$1,253.95	$1,280.44	$1,307.50	$1,335.07	$1,363.23	$1,392.05	$1,419.89	$1,448.27	$1,477.24	$1,506.78
8	$1,180.64	$1,206.94	$1,233.80	$1,261.27	$1,289.37	$1,318.08	$1,347.49	$1,377.49	$1,408.14	$1,439.53	$1,468.31	$1,497.68	$1,527.63	$1,558.17
9	$1,225.86	$1,254.60	$1,283.92	$1,313.97	$1,344.80	$1,376.30	$1,408.48	$1,441.48	$1,475.23	$1,509.82	$1,539.97	$1,570.78	$1,602.19	$1,634.23
10	$1,273.70	$1,304.25	$1,335.52	$1,367.56	$1,400.37	$1,433.92	$1,468.36	$1,503.59	$1,539.61	$1,576.57	$1,608.10	$1,640.24	$1,673.04	$1,706.48
11	$1,318.38	$1,351.66	$1,385.80	$1,420.78	$1,456.69	$1,493.43	$1,531.13	$1,569.80	$1,609.41	$1,650.03	$1,683.03	$1,716.64	$1,750.97	$1,785.99
12	$1,376.85	$1,411.92	$1,447.81	$1,484.67	$1,522.40	$1,561.09	$1,600.78	$1,641.52	$1,683.23	$1,726.06	$1,760.57	$1,795.77	$1,831.64	$1,868.25
13	$1,454.39	$1,491.46	$1,529.48	$1,568.48	$1,608.45	$1,649.44	$1,691.54	$1,734.61	$1,778.86	$1,824.19	$1,860.69	$1,897.87	$1,935.81	$1,974.53
14	$1,515.17	$1,558.28	$1,602.72	$1,648.44	$1,695.37	$1,743.74	$1,793.41	$1,844.54	$1,897.12	$1,951.18	$1,990.18	$2,029.96	$2,070.54	$2,111.94
15	$1,591.61	$1,638.48	$1,686.72	$1,736.36	$1,787.46	$1,840.05	$1,894.19	$1,949.96	$2,007.35	$2,066.52	$2,107.80	$2,149.99	$2,192.98	$2,236.84
16	$1,677.73	$1,728.81	$1,781.42	$1,835.64	$1,891.51	$1,949.06	$2,008.33	$2,069.52	$2,132.51	$2,197.39	$2,241.36	$2,286.12	$2,331.84	$2,378.46
17	$1,778.86	$1,832.02	$1,886.73	$1,943.14	$2,001.21	$2,061.02	$2,122.60	$2,186.06	$2,251.40	$2,318.69	$2,365.04	$2,412.32	$2,460.54	$2,509.75
18	$1,863.98	$1,920.58	$1,978.91	$2,038.99	$2,100.91	$2,164.76	$2,230.49	$2,298.16	$2,368.01	$2,439.89	$2,488.73	$2,538.44	$2,589.19	$2,640.98
19	$1,960.46	$2,020.65	$2,082.65	$2,146.67	$2,212.53	$2,280.46	$2,350.44	$2,422.65	$2,497.02	$2,573.68	$2,625.14	$2,677.62	$2,731.17	$2,785.76
20	$2,065.76	$2,127.99	$2,192.03	$2,258.03	$2,325.97	$2,395.96	$2,468.09	$2,542.37	$2,618.89	$2,697.71	$2,751.65	$2,806.69	$2,862.78	$2,920.06
21	$2,161.85	$2,227.94	$2,296.02	$2,366.19	$2,438.55	$2,513.05	$2,589.90	$2,669.11	$2,750.71	$2,834.76	$2,891.47	$2,949.25	$3,008.24	$3,068.38
22	$2,269.12	$2,338.95	$2,410.96	$2,485.17	$2,561.65	$2,640.48	$2,721.74	$2,805.53	$2,891.94	$2,980.90	$3,040.54	$3,101.34	$3,163.34	$3,226.59
23	$2,385.34	$2,457.24	$2,531.29	$2,607.57	$2,686.18	$2,767.09	$2,850.53	$2,936.43	$3,024.88	$3,116.08	$3,178.41	$3,241.92	$3,306.75	$3,372.88
24	$2,493.23	$2,568.52	$2,646.09	$2,726.07	$2,808.36	$2,893.17	$2,980.61	$3,070.64	$3,163.40	$3,259.00	$3,324.17	$3,390.61	$3,458.43	$3,527.56
25	$2,601.02	$2,680.13	$2,761.63	$2,845.52	$2,932.09	$3,021.18	$3,113.04	$3,207.68	$3,305.21	$3,405.74	$3,473.81	$3,543.28	$3,614.13	$3,686.40
26	$2,697.09	$2,779.54	$2,864.47	$2,952.09	$3,042.33	$3,135.33	$3,231.12	$3,329.92	$3,431.66	$3,536.61	$3,607.30	$3,679.47	$3,753.00	$3,828.06

Appendix B8 - CSU Salary Schedule (40 hr) - Effective January 2016

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,100.07	$1,120.11	$1,140.51	$1,161.26	$1,182.41	$1,203.99	$1,225.92	$1,248.24	$1,271.00	$1,294.17	$1,320.00	$1,346.37	$1,373.30	$1,400.74
2	$1,121.83	$1,141.85	$1,162.32	$1,183.11	$1,204.24	$1,225.82	$1,247.74	$1,270.08	$1,292.81	$1,315.89	$1,342.18	$1,369.02	$1,396.38	$1,424 31
3	$1,140.17	$1,162.72	$1,185.76	$1,209.22	$1,233.16	$1,257.62	$1,282.52	$1,307.94	$1,333.84	$1,360.29	$1,387.47	$1,415.22	$1,443.51	$1,472 35
4	$1,172.20	$1,194.88	$1,217.91	$1,241.41	$1,265.43	$1,289.78	$1,314.72	$1,340.10	$1,365.99	$1,392.33	$1,420.15	$1,448.57	$1,477.50	$1,507.03
5	$1,192.38	$1,216.91	$1,241.90	$1,267.43	$1,293.40	$1,319.98	$1,347.10	$1,374.75	$1,403.02	$1,431.79	$1,460.38	$1,489.56	$1,519.35	$1,549.70
6	$1,236.75	$1,261.10	$1,286.11	$1,311.48	$1,337.43	$1,363.83	$1,390.83	$1,418.29	$1,446.33	$1,474.92	$1,504.42	$1,534.48	$1,565.15	$1,596.44
7	$1,267.57	$1,294.33	$1,321.57	$1,349.48	$1,377.97	$1,407.08	$1,436.83	$1,467.12	$1,498.06	$1,529.73	$1,560.33	$1,591.53	$1,623.35	$1,655.81
8	$1,297.41	$1,326.32	$1,355.84	$1,386.03	$1,416.88	$1,448.44	$1,480.76	$1,513.72	$1,547.43	$1,581.90	$1,613.53	$1,645.81	$1,678.72	$1,712 27
9	$1,347.10	$1,378.67	$1,410.92	$1,443.91	$1,477.81	$1,512.43	$1,547.81	$1,584.05	$1,621.14	$1,659.16	$1,692.29	$1,726.12	$1,760.67	$1,795.86
10	$1,399.67	$1,433.22	$1,467.62	$1,502.82	$1,538.88	$1,575.75	$1,613.59	$1,652.31	$1,691.91	$1,732.50	$1,767.16	$1,802.48	$1,838.50	$1,875 28
11	$1,448.79	$1,485.34	$1,522.86	$1,561.32	$1,600.75	$1,641.14	$1,682.58	$1,725.07	$1,768.58	$1,813.24	$1,849.47	$1,886.42	$1,924.15	$1,962.63
12	$1,513.04	$1,551.55	$1,590.99	$1,631.49	$1,672.98	$1,715.49	$1,759.11	$1,803.85	$1,849.71	$1,896.79	$1,934.71	$1,973.39	$2,012.81	$2,053.05
13	$1,598.23	$1,638.95	$1,680.75	$1,723.61	$1,767.55	$1,812.59	$1,858.86	$1,906.18	$1,954.80	$2,004.63	$2,044.72	$2,085.58	$2,127.29	$2,169.82
14	$1,665.02	$1,712.41	$1,761.25	$1,811.45	$1,863.05	$1,916.20	$1,970.78	$2,026.98	$2,084.77	$2,144.18	$2,187.04	$2,230.73	$2,275.34	$2,320.83
15	$1,749.04	$1,800.54	$1,853.55	$1,908.08	$1,964.26	$2,022.06	$2,081.54	$2,142.82	$2,205.89	$2,270.90	$2,316.28	$2,362.65	$2,409.87	$2,458.07
16	$1,843.67	$1,899.78	$1,957.60	$2,017.18	$2,078.59	$2,141.83	$2,206.99	$2,274.21	$2,343.42	$2,414.73	$2,463.04	$2,512.24	$2,562.46	$2,613.69
17	$1,954.80	$2,013.24	$2,073.34	$2,135.34	$2,199.12	$2,264.86	$2,332.54	$2,402.27	$2,474.08	$2,548.03	$2,598.97	$2,650.93	$2,703.91	$2,757 98
18	$2,048.34	$2,110.54	$2,174.64	$2,240.64	$2,308.72	$2,378.86	$2,451.10	$2,525.46	$2,602.22	$2,681.20	$2,734.88	$2,789.52	$2,845.28	$2,902 18
19	$2,154.37	$2,220.50	$2,288.64	$2,358.99	$2,431.38	$2,506.01	$2,582.90	$2,662.27	$2,744.00	$2,828.26	$2,884.80	$2,942.46	$3,001.30	$3,061 30
20	$2,270.09	$2,338.45	$2,408.83	$2,481.35	$2,556.02	$2,632.95	$2,712.21	$2,793.82	$2,877.93	$2,964.53	$3,023.80	$3,084.29	$3,145.93	$3,208.86
21	$2,375.67	$2,448.30	$2,523.11	$2,600.22	$2,679.73	$2,761.62	$2,846.07	$2,933.11	$3,022.77	$3,115.13	$3,177.45	$3,240.97	$3,305.79	$3,371.86
22	$2,493.55	$2,570.29	$2,649.43	$2,730.96	$2,815.02	$2,901.63	$2,990.95	$3,083.02	$3,177.96	$3,275.73	$3,341.27	$3,408.07	$3,476.21	$3,545.74
23	$2,621.27	$2,700.28	$2,781.63	$2,865.48	$2,951.87	$3,040.77	$3,132.46	$3,226.86	$3,324.07	$3,424.28	$3,492.76	$3,562.58	$3,633.82	$3,706.48
24	$2,739.81	$2,822.56	$2,907.82	$2,995.71	$3,086.12	$3,179.33	$3,275.40	$3,374.35	$3,476.30	$3,581.32	$3,652.94	$3,725.96	$3,800.49	$3,876.45
25	$2,858.28	$2,945.22	$3,034.76	$3,126.95	$3,222.09	$3,320.00	$3,420.96	$3,524.95	$3,632.13	$3,742.58	$3,817.39	$3,893.74	$3,971.59	$4,051.01
26	$2,963.87	$3,054.45	$3,147.80	$3,244.07	$3,343.22	$3,445.42	$3,550.71	$3,659.27	$3,771.08	$3,886.41	$3,964.09	$4,043.40	$4,124.23	$4,206.67

Appendix B9 - CSU Salary Schedule (37.5 hr) - Effective July 2016

Biweekly rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,016.07	$1,034.60	$1,053.43	$1,072.59	$1,092.12	$1,112.07	$1,132.32	$1,152.93	$1,173.95	$1,195.34	$1,219.19	$1,243.57	$1,268.44	$1,293.80
2	$1,036.17	$1,054.66	$1,073.57	$1,092.78	$1,112.28	$1,132.23	$1,152.48	$1,173.10	$1,194.10	$1,215.40	$1,239.70	$1,264.52	$1,289.75	$1,315.55
3	$1,053.11	$1,073.94	$1,095.21	$1,116.90	$1,139.00	$1,161.60	$1,184.58	$1,208.08	$1,231.98	$1,256.41	$1,281.53	$1,307.18	$1,333.28	$1,359.94
4	$1,082.70	$1,103.66	$1,124.92	$1,146.61	$1,168.80	$1,191.29	$1,214.34	$1,237.78	$1,261.68	$1,286.00	$1,311.72	$1,337.97	$1,364.69	$1,391.95
5	$1,101.34	$1,124.02	$1,147.08	$1,170.66	$1,194.64	$1,219.17	$1,244.25	$1,269.77	$1,295.90	$1,322.46	$1,348.87	$1,375.83	$1,403.35	$1,431.39
6	$1,142.32	$1,164.81	$1,187.91	$1,211.33	$1,235.31	$1,259.71	$1,284.62	$1,310.01	$1,335.91	$1,362.30	$1,389.55	$1,417.33	$1,445.66	$1,474.55
7	$1,170.79	$1,195.51	$1,220.65	$1,246.45	$1,272.76	$1,299.65	$1,327.12	$1,355.09	$1,383.67	$1,412.93	$1,441.19	$1,470.00	$1,499.40	$1,529.38
8	$1,198.35	$1,225.04	$1,252.31	$1,280.19	$1,308.71	$1,337.85	$1,367.70	$1,398.15	$1,429.27	$1,461.12	$1,490.34	$1,520.14	$1,550.55	$1,581.54
9	$1,244.25	$1,273.41	$1,303.18	$1,333.68	$1,364.97	$1,396.95	$1,429.61	$1,463.10	$1,497.36	$1,532.47	$1,563.07	$1,594.34	$1,626.22	$1,658.75
10	$1,292.81	$1,323.81	$1,355.56	$1,388.07	$1,421.38	$1,455.43	$1,490.39	$1,526.15	$1,562.71	$1,600.22	$1,632.23	$1,664.85	$1,698.13	$1,732.08
11	$1,338.16	$1,371.93	$1,406.59	$1,442.10	$1,478.54	$1,515.84	$1,554.10	$1,593.35	$1,633.55	$1,674.78	$1,708.27	$1,742.39	$1,777.24	$1,812.78
12	$1,397.51	$1,433.10	$1,469.52	$1,506.94	$1,545.23	$1,584.50	$1,624.79	$1,666.14	$1,708.48	$1,751.95	$1,786.98	$1,822.71	$1,859.11	$1,896.28
13	$1,476.20	$1,513.83	$1,552.42	$1,592.01	$1,632.58	$1,674.19	$1,716.91	$1,760.63	$1,805.54	$1,851.55	$1,888.60	$1,926.33	$1,964.85	$2,004.15
14	$1,537.90	$1,581.66	$1,626.76	$1,673.16	$1,720.80	$1,769.89	$1,820.31	$1,872.21	$1,925.58	$1,980.45	$2,020.04	$2,060.41	$2,101.60	$2,143.62
15	$1,615.48	$1,663.06	$1,712.02	$1,762.40	$1,814.28	$1,867.65	$1,922.61	$1,979.21	$2,037.46	$2,097.52	$2,139.42	$2,182.24	$2,225.87	$2,270.40
16	$1,702.90	$1,754.74	$1,808.15	$1,863.17	$1,919.88	$1,978.29	$2,038.46	$2,100.56	$2,164.50	$2,230.35	$2,274.98	$2,320.42	$2,366.81	$2,414.14
17	$1,805.54	$1,859.50	$1,915.03	$1,972.29	$2,031.23	$2,091.93	$2,154.44	$2,218.85	$2,285.17	$2,353.47	$2,400.51	$2,448.50	$2,497.45	$2,547.40
18	$1,891.94	$1,949.39	$2,008.60	$2,069.57	$2,132.42	$2,197.23	$2,263.94	$2,332.63	$2,403.53	$2,476.49	$2,526.06	$2,576.52	$2,628.02	$2,680.60
19	$1,989.86	$2,050.95	$2,113.89	$2,178.87	$2,245.72	$2,314.66	$2,385.70	$2,458.99	$2,534.47	$2,612.28	$2,664.52	$2,717.78	$2,772.14	$2,827.55
20	$2,096.75	$2,159.91	$2,224.91	$2,291.90	$2,360.86	$2,431.90	$2,505.12	$2,580.50	$2,658.18	$2,738.18	$2,792.92	$2,848.79	$2,905.73	$2,963.86
21	$2,194.28	$2,261.36	$2,330.46	$2,401.69	$2,475.12	$2,550.75	$2,628.75	$2,709.14	$2,791.98	$2,877.29	$2,934.84	$2,993.49	$3,053.37	$3,114.41
22	$2,303.16	$2,374.03	$2,447.13	$2,522.45	$2,600.08	$2,680.09	$2,762.57	$2,847.62	$2,935.32	$3,025.62	$3,086.15	$3,147.86	$3,210.79	$3,274.99
23	$2,421.12	$2,494.10	$2,569.26	$2,646.68	$2,726.48	$2,808.60	$2,893.28	$2,980.48	$3,070.25	$3,162.82	$3,226.09	$3,290.55	$3,356.35	$3,423.47
24	$2,530.63	$2,607.05	$2,685.78	$2,766.96	$2,850.48	$2,936.57	$3,025.32	$3,116.70	$3,210.86	$3,307.89	$3,374.03	$3,441.47	$3,510.31	$3,580.47
25	$2,640.04	$2,720.34	$2,803.05	$2,888.20	$2,976.07	$3,066.50	$3,159.74	$3,255.80	$3,354.79	$3,456.82	$3,525.92	$3,596.43	$3,668.35	$3,741.70
26	$2,737.55	$2,821.23	$2,907.44	$2,996.37	$3,087.97	$3,182.36	$3,279.59	$3,379.87	$3,483.14	$3,589.66	$3,661.41	$3,734.66	$3,809.30	$3,885.48

Appendix B10 - CSU Salary Schedule (40 hr) - Effective July 2016

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,083.81	$1,103.56	$1,123.65	$1,144.10	$1,164.93	$1,186.20	$1,207.81	$1,229.80	$1,252.21	$1,275.04	$1,300.50	$1,326.47	$1,353.00	$1,380.04
2	$1,105.25	$1,124.98	$1,145.14	$1,165.62	$1,186.45	$1,207.70	$1,229.30	$1,251.31	$1,273.71	$1,296.45	$1,322.34	$1,348.79	$1,375.75	$1,403.26
3	$1,123.32	$1,145.54	$1,168.24	$1,191.35	$1,214.94	$1,239.04	$1,263.57	$1,288.61	$1,314.12	$1,340.18	$1,366.97	$1,394.31	$1,422.18	$1,450.60
4	$1,154.88	$1,177.22	$1,199.91	$1,223.06	$1,246.73	$1,270.72	$1,295.29	$1,320.30	$1,345.81	$1,371.75	$1,399.17	$1,427.16	$1,455.67	$1,484.76
5	$1,174.76	$1,198.93	$1,223.55	$1,248.70	$1,274.29	$1,300.48	$1,327.19	$1,354.44	$1,382.28	$1,410.63	$1,438.80	$1,467.55	$1,496.90	$1,526.80
6	$1,218.47	$1,242.46	$1,267.10	$1,292.09	$1,317.67	$1,343.67	$1,370.27	$1,397.33	$1,424.96	$1,453.13	$1,482.19	$1,511.81	$1,542.02	$1,572.85
7	$1,248.84	$1,275.20	$1,302.04	$1,329.54	$1,357.60	$1,386.28	$1,415.59	$1,445.44	$1,475.92	$1,507.12	$1,537.27	$1,568.01	$1,599.36	$1,631.34
8	$1,278.24	$1,306.72	$1,335.80	$1,365.54	$1,395.94	$1,427.04	$1,458.88	$1,491.35	$1,524.56	$1,558.52	$1,589.68	$1,621.48	$1,653.91	$1,686.96
9	$1,327.19	$1,358.29	$1,390.07	$1,422.58	$1,455.97	$1,490.08	$1,524.94	$1,560.64	$1,597.18	$1,634.64	$1,667.28	$1,700.61	$1,734.65	$1,769.32
10	$1,378.99	$1,412.04	$1,445.93	$1,480.61	$1,516.14	$1,552.46	$1,589.75	$1,627.89	$1,666.90	$1,706.89	$1,741.04	$1,775.84	$1,811.33	$1,847.56
11	$1,427.38	$1,463.39	$1,500.35	$1,538.24	$1,577.09	$1,616.88	$1,657.71	$1,699.58	$1,742.44	$1,786.44	$1,822.14	$1,858.54	$1,895.72	$1,933.63
12	$1,490.68	$1,528.62	$1,567.48	$1,607.38	$1,648.26	$1,690.14	$1,733.11	$1,777.20	$1,822.38	$1,868.75	$1,906.11	$1,944.23	$1,983.06	$2,022.71
13	$1,574.61	$1,614.73	$1,655.91	$1,698.13	$1,741.43	$1,785.80	$1,831.39	$1,878.01	$1,925.91	$1,975.01	$2,014.50	$2,054.76	$2,095.86	$2,137.75
14	$1,640.41	$1,687.10	$1,735.22	$1,784.68	$1,835.52	$1,887.89	$1,941.65	$1,997.03	$2,053.96	$2,112.49	$2,154.72	$2,197.77	$2,241.71	$2,286.54
15	$1,723.19	$1,773.93	$1,826.16	$1,879.88	$1,935.23	$1,992.18	$2,050.78	$2,111.15	$2,173.29	$2,237.34	$2,282.05	$2,327.73	$2,374.26	$2,421.75
16	$1,816.42	$1,871.71	$1,928.67	$1,987.37	$2,047.87	$2,110.17	$2,174.38	$2,240.60	$2,308.79	$2,379.04	$2,426.64	$2,475.11	$2,524.59	$2,575.06
17	$1,925.91	$1,983.48	$2,042.70	$2,103.78	$2,166.62	$2,231.39	$2,298.07	$2,366.77	$2,437.52	$2,510.37	$2,560.56	$2,611.76	$2,663.95	$2,717.22
18	$2,018.07	$2,079.35	$2,142.50	$2,207.53	$2,274.60	$2,343.71	$2,414.87	$2,488.14	$2,563.76	$2,641.58	$2,694.46	$2,748.29	$2,803.23	$2,859.29
19	$2,122.53	$2,187.68	$2,254.82	$2,324.13	$2,395.45	$2,468.97	$2,544.73	$2,622.93	$2,703.44	$2,786.46	$2,842.17	$2,898.97	$2,956.95	$3,016.06
20	$2,236.54	$2,303.89	$2,373.24	$2,444.68	$2,518.25	$2,594.04	$2,672.13	$2,752.54	$2,835.40	$2,920.72	$2,979.11	$3,038.71	$3,099.44	$3,161.44
21	$2,340.56	$2,412.11	$2,485.82	$2,561.79	$2,640.13	$2,720.81	$2,804.01	$2,889.76	$2,978.10	$3,069.10	$3,130.49	$3,193.07	$3,256.93	$3,322.03
22	$2,456.70	$2,532.31	$2,610.28	$2,690.60	$2,773.41	$2,858.75	$2,946.75	$3,037.46	$3,131.00	$3,227.32	$3,291.89	$3,357.70	$3,424.84	$3,493.34
23	$2,582.53	$2,660.37	$2,740.52	$2,823.13	$2,908.25	$2,995.83	$3,086.17	$3,179.17	$3,274.94	$3,373.68	$3,441.15	$3,509.93	$3,580.12	$3,651.70
24	$2,699.32	$2,780.85	$2,864.84	$2,951.43	$3,040.52	$3,132.34	$3,226.99	$3,324.49	$3,424.92	$3,528.40	$3,598.96	$3,670.90	$3,744.33	$3,819.17
25	$2,816.04	$2,901.70	$2,989.92	$3,080.74	$3,174.48	$3,270.94	$3,370.40	$3,472.86	$3,578.46	$3,687.27	$3,760.97	$3,836.20	$3,912.90	$3,991.14
26	$2,920.06	$3,009.31	$3,101.29	$3,196.13	$3,293.82	$3,394.50	$3,498.23	$3,605.20	$3,715.35	$3,828.98	$3,905.51	$3,983.65	$4,063.28	$4,144.51

Appendix B11 - CSU Salary Schedule (37.5 hr) - Effective January 2017

Biweekly rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,031.31	$1,050.12	$1,069.23	$1,088.68	$1,108.50	$1,128.75	$1,149.31	$1,170.22	$1,191.56	$1,213.27	$1,237.48	$1,262.23	$1,287.46	$1,313.20
2	$1,051.72	$1,070.48	$1,089.67	$1,109.17	$1,128.97	$1,149.21	$1,169.77	$1,190.69	$1,212.02	$1,233.63	$1,258.29	$1,283.48	$1,309.09	$1,335.28
3	$1,068.91	$1,090.05	$1,111.64	$1,133.65	$1,156.09	$1,179.03	$1,202.35	$1,226.20	$1,250.46	$1,275.26	$1,300.75	$1,326.78	$1,353.28	$1,380.34
4	$1,098.94	$1,120.21	$1,141.80	$1,163.81	$1,186.33	$1,209.16	$1,232.55	$1,256.34	$1,280.61	$1,305.29	$1,331.40	$1,358.03	$1,385.16	$1,412.83
5	$1,117.86	$1,140.88	$1,164.29	$1,188.22	$1,212.56	$1,237.46	$1,262.92	$1,288.82	$1,315.34	$1,342.30	$1,369.10	$1,396.47	$1,424.40	$1,452.86
6	$1,159.45	$1,182.29	$1,205.73	$1,229.50	$1,253.84	$1,278.61	$1,303.89	$1,329.66	$1,355.95	$1,382.74	$1,410.39	$1,438.59	$1,467.35	$1,496.67
7	$1,188.35	$1,213.44	$1,238.96	$1,265.15	$1,291.85	$1,319.14	$1,347.02	$1,375.42	$1,404.43	$1,434.13	$1,462.81	$1,492.05	$1,521.89	$1,552.32
8	$1,216.32	$1,243.42	$1,271.09	$1,299.39	$1,328.34	$1,357.91	$1,388.21	$1,419.13	$1,450.70	$1,483.04	$1,512.69	$1,542.95	$1,573.80	$1,605.26
9	$1,262.92	$1,292.52	$1,322.73	$1,353.68	$1,385.45	$1,417.90	$1,451.05	$1,485.05	$1,519.82	$1,555.46	$1,586.52	$1,618.25	$1,650.62	$1,683.63
10	$1,312.20	$1,343.67	$1,375.89	$1,408.89	$1,442.70	$1,477.26	$1,512.75	$1,549.04	$1,586.15	$1,624.22	$1,656.71	$1,689.82	$1,723.61	$1,758.06
11	$1,358.23	$1,392.51	$1,427.69	$1,463.73	$1,500.72	$1,538.57	$1,577.41	$1,617.25	$1,658.05	$1,699.90	$1,733.89	$1,768.52	$1,803.90	$1,839.97
12	$1,418.47	$1,454.60	$1,491.57	$1,529.54	$1,568.41	$1,608.27	$1,649.16	$1,691.13	$1,734.10	$1,778.23	$1,813.78	$1,850.05	$1,887.00	$1,924.72
13	$1,498.35	$1,536.54	$1,575.71	$1,615.89	$1,657.07	$1,699.30	$1,742.66	$1,787.04	$1,832.62	$1,879.32	$1,916.93	$1,955.23	$1,994.32	$2,034.21
14	$1,560.97	$1,605.38	$1,651.16	$1,698.26	$1,746.61	$1,796.44	$1,847.61	$1,900.30	$1,954.46	$2,010.15	$2,050.34	$2,091.32	$2,133.12	$2,175.78
15	$1,639.72	$1,688.00	$1,737.70	$1,788.84	$1,841.49	$1,895.67	$1,951.45	$2,008.90	$2,068.02	$2,128.98	$2,171.51	$2,214.98	$2,259.26	$2,304.45
16	$1,728.44	$1,781.07	$1,835.27	$1,891.12	$1,948.68	$2,007.97	$2,069.04	$2,132.07	$2,196.97	$2,263.81	$2,309.10	$2,355.22	$2,402.32	$2,450.35
17	$1,832.62	$1,887.39	$1,943.76	$2,001.88	$2,061.70	$2,123.31	$2,186.76	$2,252.13	$2,319.44	$2,388.77	$2,436.52	$2,485.23	$2,534.91	$2,585.61
18	$1,920.32	$1,978.63	$2,038.72	$2,100.61	$2,164.41	$2,230.19	$2,297.90	$2,367.62	$2,439.58	$2,513.64	$2,563.95	$2,615.17	$2,667.44	$2,720.80
19	$2,019.71	$2,081.72	$2,145.60	$2,211.55	$2,279.40	$2,349.38	$2,421.48	$2,495.87	$2,572.49	$2,651.47	$2,704.49	$2,758.55	$2,813.72	$2,869.96
20	$2,128.20	$2,192.31	$2,258.29	$2,326.28	$2,396.27	$2,468.38	$2,542.69	$2,619.21	$2,698.05	$2,779.25	$2,834.82	$2,891.52	$2,949.31	$3,008.31
21	$2,227.19	$2,295.28	$2,365.41	$2,437.71	$2,512.25	$2,589.01	$2,668.18	$2,749.78	$2,833.86	$2,920.44	$2,978.87	$3,038.39	$3,099.17	$3,161.12
22	$2,337.71	$2,409.64	$2,483.83	$2,560.29	$2,639.08	$2,720.29	$2,804.00	$2,890.33	$2,979.35	$3,071.00	$3,132.44	$3,195.07	$3,258.95	$3,324.11
23	$2,457.44	$2,531.51	$2,607.80	$2,686.38	$2,767.37	$2,850.73	$2,936.68	$3,025.19	$3,116.30	$3,210.26	$3,274.48	$3,339.91	$3,406.70	$3,474.82
24	$2,568.59	$2,646.15	$2,726.06	$2,808.47	$2,893.24	$2,980.62	$3,070.69	$3,163.45	$3,259.02	$3,357.51	$3,424.64	$3,493.09	$3,562.96	$3,634.18
25	$2,679.64	$2,761.14	$2,845.10	$2,931.52	$3,020.71	$3,112.50	$3,207.13	$3,304.64	$3,405.11	$3,508.67	$3,578.81	$3,650.37	$3,723.37	$3,797.82
26	$2,778.61	$2,863.55	$2,951.05	$3,041.31	$3,134.29	$3,230.10	$3,328.78	$3,430.57	$3,535.39	$3,643.51	$3,716.33	$3,790.68	$3,866.44	$3,943.77

Appendix B12 - CSU Salary Schedule (40 hr) - Effective January 2017

Biweekly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	$1,100.07	$1,120.11	$1,140.51	$1,161.26	$1,182.41	$1,203.99	$1,225.92	$1,248.24	$1,271.00	$1,294.17	$1,320.00	$1,346.37	$1,373.30	$1,400.74
2	$1,121.83	$1,141.85	$1,162.32	$1,183.11	$1,204.24	$1,225.82	$1,247.74	$1,270.08	$1,292.81	$1,315.89	$1,342.18	$1,369.02	$1,396.38	$1,424 31
3	$1,140.17	$1,162.72	$1,185.76	$1,209.22	$1,233.16	$1,257.62	$1,282.52	$1,307.94	$1,333.84	$1,360.29	$1,387.47	$1,415.22	$1,443.51	$1,472 35
4	$1,172.20	$1,194.88	$1,217.91	$1,241.41	$1,265.43	$1,289.78	$1,314.72	$1,340.10	$1,365.99	$1,392.33	$1,420.15	$1,448.57	$1,477.50	$1,507.03
5	$1,192.38	$1,216.91	$1,241.90	$1,267.43	$1,293.40	$1,319.98	$1,347.10	$1,374.75	$1,403.02	$1,431.79	$1,460.38	$1,489.56	$1,519.35	$1,549.70
6	$1,236.75	$1,261.10	$1,286.11	$1,311.48	$1,337.43	$1,363.83	$1,390.83	$1,418.29	$1,446.33	$1,474.92	$1,504.42	$1,534.48	$1,565.15	$1,596.44
7	$1,267.57	$1,294.33	$1,321.57	$1,349.48	$1,377.97	$1,407.08	$1,436.83	$1,467.12	$1,498.06	$1,529.73	$1,560.33	$1,591.53	$1,623.35	$1,655.81
8	$1,297.41	$1,326.32	$1,355.84	$1,386.03	$1,416.88	$1,448.44	$1,480.76	$1,513.72	$1,547.43	$1,581.90	$1,613.53	$1,645.81	$1,678.72	$1,712 27
9	$1,347.10	$1,378.67	$1,410.92	$1,443.91	$1,477.81	$1,512.43	$1,547.81	$1,584.05	$1,621.14	$1,659.16	$1,692.29	$1,726.12	$1,760.67	$1,795.86
10	$1,399.67	$1,433.22	$1,467.62	$1,502.82	$1,538.88	$1,575.75	$1,613.59	$1,652.31	$1,691.91	$1,732.50	$1,767.16	$1,802.48	$1,838.50	$1,875 28
11	$1,448.79	$1,485.34	$1,522.86	$1,561.32	$1,600.75	$1,641.14	$1,682.58	$1,725.07	$1,768.58	$1,813.24	$1,849.47	$1,886.42	$1,924.15	$1,962.63
12	$1,513.04	$1,551.55	$1,590.99	$1,631.49	$1,672.98	$1,715.49	$1,759.11	$1,803.85	$1,849.71	$1,896.79	$1,934.71	$1,973.39	$2,012.81	$2,053.05
13	$1,598.23	$1,638.95	$1,680.75	$1,723.61	$1,767.55	$1,812.59	$1,858.86	$1,906.18	$1,954.80	$2,004.63	$2,044.72	$2,085.58	$2,127.29	$2,169.82
14	$1,665.02	$1,712.41	$1,761.25	$1,811.45	$1,863.05	$1,916.20	$1,970.78	$2,026.98	$2,084.77	$2,144.18	$2,187.04	$2,230.73	$2,275.34	$2,320.83
15	$1,749.04	$1,800.54	$1,853.55	$1,908.08	$1,964.26	$2,022.06	$2,081.54	$2,142.82	$2,205.89	$2,270.90	$2,316.28	$2,362.65	$2,409.87	$2,458.07
16	$1,843.67	$1,899.78	$1,957.60	$2,017.18	$2,078.59	$2,141.83	$2,206.99	$2,274.21	$2,343.42	$2,414.73	$2,463.04	$2,512.24	$2,562.46	$2,613.69
17	$1,954.80	$2,013.24	$2,073.34	$2,135.34	$2,199.12	$2,264.86	$2,332.54	$2,402.27	$2,474.08	$2,548.03	$2,598.97	$2,650.93	$2,703.91	$2,757 98
18	$2,048.34	$2,110.54	$2,174.64	$2,240.64	$2,308.72	$2,378.86	$2,451.10	$2,525.46	$2,602.22	$2,681.20	$2,734.88	$2,789.52	$2,845.28	$2,902 18
19	$2,154.37	$2,220.50	$2,288.64	$2,358.99	$2,431.38	$2,506.01	$2,582.90	$2,662.27	$2,744.00	$2,828.26	$2,884.80	$2,942.46	$3,001.30	$3,061 30
20	$2,270.09	$2,338.45	$2,408.83	$2,481.35	$2,556.02	$2,632.95	$2,712.21	$2,793.82	$2,877.93	$2,964.53	$3,023.80	$3,084.29	$3,145.93	$3,208.86
21	$2,375.67	$2,448.30	$2,523.11	$2,600.22	$2,679.73	$2,761.62	$2,846.07	$2,933.11	$3,022.77	$3,115.13	$3,177.45	$3,240.97	$3,305.79	$3,371.86
22	$2,493.55	$2,570.29	$2,649.43	$2,730.96	$2,815.02	$2,901.63	$2,990.95	$3,083.02	$3,177.96	$3,275.73	$3,341.27	$3,408.07	$3,476.21	$3,545.74
23	$2,621.27	$2,700.28	$2,781.63	$2,865.48	$2,951.87	$3,040.77	$3,132.46	$3,226.86	$3,324.07	$3,424.28	$3,492.76	$3,562.58	$3,633.82	$3,706.48
24	$2,739.81	$2,822.56	$2,907.82	$2,995.71	$3,086.12	$3,179.33	$3,275.40	$3,374.35	$3,476.30	$3,581.32	$3,652.94	$3,725.96	$3,800.49	$3,876.45
25	$2,858.28	$2,945.22	$3,034.76	$3,126.95	$3,222.09	$3,320.00	$3,420.96	$3,524.95	$3,632.13	$3,742.58	$3,817.39	$3,893.74	$3,971.59	$4,051.01
26	$2,963.87	$3,054.45	$3,147.80	$3,244.07	$3,343.22	$3,445.42	$3,550.71	$3,659.27	$3,771.08	$3,886.41	$3,964.09	$4,043.40	$4,124.23	$4,206.67

APPENDIX C.
TEMPORARY WORK ASSIGNMENT FORM

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

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

Name of Employee _____ Area of Assignment _____

Employee Number _____ Title of Present Position _____

Title of Higher Rated Position to which you have been assigned _____ Effective Date of Assignment _____

Signature of Employee _____ Date of Signature _____

IMMEDIATE SUPERVISOR

Name of Immediate Supervisor _____ Area of Responsibility _____

Date Form Received from Employee _____ Employee's Present Title _____

Title of Higher Position that you assigned to employee _____ Effective Date of Assignment _____

Previous Incumbent of Position _____

Reasons for Assignment: _____

Anticipated Duration of Assignment _____

Signature of Immediate Supervisor _____ Date of Signature _____

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

HUMAN RESOURCES OFFICER

Approval

☐

Title of Higher Rated Position _____ Duration of Assignment _____

Disapproval

☐ *

***Reason for Disapproval:**

Signature of Human Resources officer _____ Date of Signature _____

cc: Employee:
Immediate Supervisor:
Intermediate Supervisor:

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

Human Resources Department
Address

Dear Sir or Madam:

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

I am requesting that my position be changed from

Title:_____ to Title:_____

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

Sincerely yours,

_____
NAME

_____
DEPARTMENT

_____
HOME ADDRESS

Request To Appeal Classification of Trust-Funded Position Form (page 2 of 2)

PLEASE TYPE OR PRINT

Name: _____ Date of Hire in Current Position: _____

Present Title: _____ Grade: _____ Requested Title: _____ Grade: _____

Department: _____ Immediate Supervisor's Name: _____

Unit: _____ Immediate Supervisor's Title: _____

Name and Title of Persons You Supervise (If Any):

Changes in Duties and Responsibilities since Assuming Current Position:

List Duties Performed: Approximate % of Time Spent on Each Duty:

(Use Additional Page If Necessary)

APPENDIX E.
TUITION WAIVER/REMISSION FORM

UNIVERSITY OF MASSACHUSETTS
Amherst - Boston - Dartmouth - Lowell - President's office - Worcester
TUITION WAIVER - TUITION REMISSION

Employee Information - Please Print

Employee Name _____ Employee # _____
Title _____ Department _____
Campus _____ Collective Bargaining Unit (Union)*_____
*If none, indicate "non-unit"

Student Information - Please Print

Student Name _____ Social Security # _____
[ ] Employee [ ] Spouse* [ ] Domestic Partner* [ ] Dependent/Date of Birth _____
*appropriate documentation is required

Community College, State College or University Campus Attending _____
[ ] Fall Semester/Year _____ [ ] Spring Semester/Year _____
[ ] Winter Session/Year _____ [ ] Summer Session/Year _____

Level of Course Work and Course(s) to be taken: [ ] Undergraduate [ ] Graduate [ ] Continuing Education

Complete this shaded section only if the employee is the student

Department	Course Title	Course #	# of Credits	Day/Time

_____ _____
Employee Signature Date

Release Time Approval, If Requested

For employees enrolled in a graduate-level course/program:
Is Course/Program Job-Related? Yes _____ No _____

_____ _____ _____
_____Department Head Signature Date Department Head Signature Date

Human Resources Use Only
[ ] Full-Time Employee [ ] Part-Time Employee _____% Date of Hire _____
The individual named above is an employee of the University of Massachusetts and is eligible and approved to receive:
[ ] Tuition Waiver [ ] Tuition Remission [ ] Release Time, If Requested
Is this Tuition benefit taxable? Yes ____ No ____ If yes, total taxable value of tuition benefit _____.

_____ _____
Human Resources Designee Date

This certificate is valid for 120 days after the date of signature by Human Resources officer. A new certificate must be completed for each semester of study. This certificate is not transferable. Please note that certain Tuition Waiver/Tuition Remission benefits are treated as taxable income under Federal Law.

WHITE - Bursar's office YELLOW - Human Resources PINK - Employee GOLD - Department Head

APPENDIX F.
Performance Evaluation for Classified Employees

University of Massachusetts Boston
Performance Evaluation for Classified Employees

Date | Last name | First name | ID number

Evaluation status:

3 month probationary

(If annual, year:)

official title:

Working title:

Department:

Anniversary date in campus service:

Anniversary date in working title:

Definitions for ratings to be applied:

1. EXCEEDS STANDARDS	Consistently performs at a level that exceeds departmental standards
2. MEETS STANDARDS	Accomplishes goals; meets departmental standards
3. NEEDS IMPROVEMENT	Below average performance, but potentially acceptable
4. DOES NOT MEET STANDARDS	Many goals unrealized or many tasks not performed
5. NOT APPLICABLE (N/A)	Not applicable to job

SPECIFIC EXAMPLES MAY BE CITED IN THE SPACE PROVIDED FOR COMMENTS AND MUST BE CITED WHEN CATEGORIES 1, 3 OR 4, ARE CHECKED.

Quality and quantity of work:

A. Demonstrates knowledge of job

B. Amount of work accomplished:

C. Performs work with accuracy:

D. Work is neat and presentable:

E. Work is thorough:

F. Organizes work appropriately:

Supervisor's comments:

Employee's comments:

Work habits:

A. Is regular in attendance at work:

B. Observes established working hours:

C. Completes work on time:

D. Demonstrates the ability to work without supervision:

E. Complies with departmental and University policies:

F. Complies with instructions, rules & regulations, including health & safety precautions:

Supervisor's comments:

Employee's comments:

Work attitudes:

A. Endeavors to improve work techniques:

B. Accepts new ideas, procedures:

C. Accepts constructive criticisms and suggestions:

D. Accepts responsibility:

E. Exercises judgment:

F. Adapts to emergency situations:

Supervisor's comments:

Employee's comments:

Relationships with others:

A. Works well with other co-workers:

B. Works well with the public:

C. Cooperates with supervisors and other staff members:

D. Observes established channels of communication:

Supervisor's comments:

Employee's comments:

Supervisory ability (where applicable):

A. Demonstrates leadership ability:

B. Makes timely decisions:

C. Is fair and impartial in relationship with subordinates:

D. Trains and instructs subordinates:

E. Maintains acceptable performance standards among employees:

Supervisor's comments

Employee's comments:

Comments of immediate supervisor:

Recommendations:

Retention (for probationary employees)

(If annual, year:_____)

☐ For scheduled increases in Article 17

Evaluation rating:

Exceeds Standards
Meets Standards
Needs Improvement
Does Not Meet Standards

_____ _____

Signature and Title | Date

Comments of employee:

_____ _____

Signature of employee being evaluated | Date of discussion with supervisor
(Does not imply agreement or disagreement with evaluation)

Comments of intermediate supervisor (if applicable):

_____ _____

Signature and Title | Date

Comments of employee:

I have read the comments of my supervisor and intermediate supervisor

_____ _____

Signature of Employee | Date

SUPPLEMENTAL AGREEMENT 1
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
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 provision 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.

SUPPLEMENTAL AGREEMENT 2
COVERING INSTITUTIONAL SECURITY OFFICERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON

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

Section 1.
The provisions of Article 10, Section 5 (Call Back) shall be applicable to Campus Security Personnel required to appear in court.

Section 2.
The University shall be responsible for furnishing all required clothing and equipment for employment at the campus at the inception of employment. In each fiscal year following the fiscal year of employment, eligible personnel shall receive a clothing allowance of eight hundred dollars ($800.00). During the life of this agreement, checks for such clothing and equipment allowance shall be issued directly to eligible employees. The University shall provide laundering of such required clothing.

Section 3.

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

Section 4.

Any provision of the Agreement to the contrary notwithstanding, the parties agree that any employee who is hired or promoted into a Campus Security position, and who is enrolled at the expense of the employer in a job related training program shall, as a condition of employment, return to the service of the University for a period of service as set forth below for each month or portion thereof that the employee was enrolled in such job related training program. In default of the completion of such service, he/she will refund to the University an amount equal to such proportion of the salary received by him/her while enrolled in such job related training program as the amount of service agreed to be rendered.

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

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

Section 5.
All training required by state law or by the University shall be at the full expense of the University. When the employee is required to attend training on a day on which he/she is not otherwise scheduled to work, said employee shall be compensated at the rate of time and one-half his or her regular rate of pay for such training.

Section 6.
With respect to Article 18, Safety Procedures, the parties further agree as follows:

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

Section 7.

A. For the purpose of this section, a detail shall mean a work assignment outside of normal working hours that is paid for by an outside agency or organization which is not an organization or department of the University.
B. Employees who work paid details shall be compensated at the rate of time-and-a-half (1 ½) of their regular rate. There shall be a minimum of four (4) hours pay for each such paid detail.
C. The University shall require a notice of cancellation of a detail from the requester to the University of at least four (4) hours prior to the time the detail is scheduled to begin. If the requester fails to notify the University within the above specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

SUPPLEMENTAL AGREEMENT 3
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
VACATIONS

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

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

SUPPLEMENTAL AGREEMENT 4
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
TRAINING AND EDUCATION

The University shall contribute three thousand dollars ($3,000) per year toward an education fund for the purpose of providing on-campus training as recommended by the training committee referred to in Article 25*; provided* that, any funds not used in any year shall be rolled over to successor years.

SUPPLEMENTAL AGREEMENT 5
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
PRINCIPLES OF EMPLOYEE CONDUCT

Section 1. All members of the bargaining unit are subject to, and enjoy the protection of, the Principles of Employee Conduct, University of Massachusetts, DOC. T96-136 (passed by the Board of Trustees 12/4/96), a copy of which is reproduced below and incorporated into this agreement.

DOC. T96-136, as amended
Passed by the BoT
12/4/96

PRINCIPLES OF EMPLOYEE CONDUCT
UNIVERSITY OF MASSACHUSETTS

Institutions of higher education are entrusted with great resources and commensurably great responsibilities. They must meet their mission of research, teaching, and service in ways that truly enrich the society that supports them and truly serve the students, parents, and alumni who in joining the university community become life-long members of the extended university learning family. College and university leaders play a key role in assuring that high standards of ethical practice attend to the delivery of services to their various constituents and to the custody and use by all their faculty, staff and students of the resources entrusted to them. The University of Massachusetts embraces the values expressed in these Principles of Employee Conduct and expects their observance by all its employees.

University employees are entrusted with public resources and are expected to understand their responsibilities with respect to conflicts of interest and to behave in ways consistent both with law and with University policy.

University employees are expected to be competent and to strive to advance competence both in themselves and in others.

The conduct of University employees is expected to be characterized by integrity and dignity, and they should expect and encourage such conduct by others.

University employees are expected to be honest and conduct themselves in ways that accord respect to themselves and others.

University employees are expected to accept full responsibility for their actions and to strive to serve others and accord fair and just treatment to all.

University employees are expected to conduct themselves in ways that foster forthright expression of opinion and tolerance for the view of others.

University employees are expected to be aware of and understand those institutional objectives and policies relevant to their job responsibilities, be capable of appropriately interpreting them within and beyond the institution, and contribute constructively to their ongoing evaluation and reformulation.

The University is responsible for communicating to University employees the content of these Principles of Employee Conduct and for ensuring that the standards of conduct contained herein are met.

The University expects to provide its employees:

a work environment that is professional and supportive;

a clear sense of the duties of their job, the procedures for performance review, and access to relevant University policies and procedures;

within the scope of each employee's assigned areas of authority and responsibility, the duty to exercise appropriate judgment and initiative in performing duties;

the right to seek appropriate review of matters that violate the ethical principles contained in these Principles.

Section 2.
Disputes concerning the application of this policy are subject to the grievance procedure contained in Article 29, provided that any grievance initiated under this policy shall be filed immediately at Step 3 and that, prior to any hearing, the matter shall be referred to the Department of Human Resources for informal action.

Informal action, as it is used in this section, means that representatives from the Department of Human Resources will conduct an investigation into the allegations that gave rise to the grievance and shall, in conjunction with representative(s) from the Union, make recommendations to resolve the matter. Such recommendations may include: informal facilitation or mediation; formal facilitation or mediation with use of an outside facilitator or mediator; required supervisory or other training; transfer of the supervisor or the employee; or other appropriate action.

Section 3
If the matter is not resolved following informal action, the grievance shall proceed to the formal Step 3 procedure described in Article 29, provided that such grievance shall not be subject to the Step 5 arbitration procedure contained in Article 29.

SUPPLEMENTAL AGREEMENT 6
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
JOINT LABOR MANAGEMENT COMMITTEE ON
TRANSITIONAL WORK ASSIGNMENTS

There shall be a special joint labor-management committee, consisting of an equal number of labor and management representatives, convened for the purpose of investigating and recommending light duty and/or transitional work assignments for employees who have been injured on the job.

SUPPLEMENTAL AGREEMENT 7
COVERING ALL BARGAING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
JOINT LABOR-MANAGEMENT COMMITTEE ON FAMILY ISSUES

There shall be a special joint labor-management committee, consisting of an equal number of labor and management representatives, convened for the purpose of investigating and making recommendations concerning Family related issues.

SUPPLEMENTAL AGREEMENT 8
COVERING ALL BARGAING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
TRAINING COMMITTEE CLARIFICATION

The training committee referred to in Article 25 shall investigate and make arrangements to improve safety and hazardous material training; provided that any such training shall not be funded through the Training and Education fund referred to in the supplemental agreement on Training and Education.

SUPPLEMENTAL AGREEMENT 9
COVERING ALL BARGAING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
CLASSIFICATION POOL

There shall be a one-time classification pool consisting of $3/10^{th}$ of 1% of the total payroll as of July 8, 2007, to be administered by mutual consent of the parties; provided that a portion of that pool may be used to offset the cost of providing necessary replacement coverage for the Union President if, as part of any agreement reached as provided for in this Supplemental Agreement, the parties agree to release time for the Union President beyond that provided for in Article 6, Section 2.

The current release time level of 2.5 days per week for the Union President shall continue

through the life of this contract. Should a new president take office in the course of the contract, the parties shall meet to mutually agree to implementation of release time for the remainder of the contract.

SUPPLEMENTAL AGREEMENT 10
COVERING ALL BARGAING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
CLASSIFICATION PROJECTS/SALARY SCHEDULE

Section 1.
The Union and University agree that in any case, including the on-going project in Facilities, where the University undertakes a classification project and recommends changes to classifications and/or grades as part of that project, the Union and the University shall re-open those portions of this Agreement as are necessary to negotiate the implementation of such recommendations.

Section 2.
There shall be a joint labor-management committee consisting of an equal number of members selected by the Union and by the University for the purpose of investigating and making recommendations concerning the current salary schedule, including, but not limited to: (1) altering the current 14-step schedule (e.g. by compressing the schedule to 7 steps); (2) adding additional longevity steps; and (3) by October 1, 2009, the labor management committee will report back on the issue of developing a new salary schedule for members of the bargaining unit who are assigned to 40-hour work weeks.

SUPPLEMENTAL AGREEMENT 11
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
TUITION AND FEES: SPOUSES AND DEPENDENTS

Tuition remission/fee waiver policy for eligible undergraduate spouses and dependents of BU members who meet vesting requirements (two years for FT employees, four years for PT employees), shall be effective September 1, 2015. Tuition remission shall be equal to 100% of tuition on regular credit courses and 50% on CAPS/CPE credit courses. Waiver shall be equal to 50% of current curriculum/operating fees. However, if UMass and the Commonwealth reach agreement on a tuition retention plan whereby UMass retains in-state tuition, this policy will end and the parties will renegotiate terms, which would not be less favorable to bargaining unit members than under this plan.

SUPPLEMENTAL AGREEMENT 12
COVERING CENTER FOR SURVEY RESEARCH (CSR) SUPERVISORS
at the UNIVERSITY OF MASSACHUSETTS BOSTON

The provisions of the Agreement between the BOARD OF TRUSTEES of the UNIVERSITY OF MASSACHUSETTS and the Classified Staff Union/MTA/NEA covering the period July 1,

2009 through June 30, 2012, and the period July 1, 2012 through June 30, 2014, shall apply to the CSR Supervisors with the exceptions listed below.

Holidays
CSR shall be closed on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Supervisors shall be paid four (40 hours for each of those holidays. Any Supervisor who works on any other holiday listed in Article 14 will receive four (4) hours of holiday leave or four (4) of holiday pay. Any Supervisor who is not scheduled to work shall receive four (4) hours of holiday pay or four (4) hours comp time consistent with current practice.

UNION BUSINESS
Union officials
Except as herein provided, Union business shall be conducted by Union officials on off-duty hours. The Employer shall make available 50 hours of release time per calendar year to conduct Union business. The release time shall be used for the investigation and processing of grievances and arbitrations and for attendance at grievance hearings and arbitrations. Grievances involving the suspension or termination of an employee shall not be charged against the 50 hours. In these cases the employer shall grant release time for the processing, investigation, and attendance at hearings related to the disciplinary cases described above. This release time shall only be used for contract administration within CSR. Requests for use of this time just be made in advance, and shall require prior approval. Such approval shall not be unreasonable denied. The 50 hours may not be banked from one calendar year to the next. Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the operations of CSR or any employee's work. The Union will furnish the SR with a list of the designated officials. The provisions of this section may be waived by mutual agreement.

ARTICLE 30A
CSR Departmental Files
Notwithstanding the language of Article 30 (Personnel Files) of this Agreement, the Center for Survey Research (CSR) may maintain files and information within the department in additions to the materials referenced in Article 30. These materials may include materials used for the collection of data regarding any aspect of a study which is being conducted by CSR, such as sample reports, calling and production records, monitoring sheets, and any other relevant material which is maintained in connection with the activities of the department.

Inclement Weather
The Administration proposed the following procedures for the scheduling and canceling of any shifts within CSR during inclement weather conditions:
1. CSR will follow the Boston campus procedures for determination of the closing of the campus.
2. If a decision is made to close the campus for evening classes or activities, that decision will be binding on CSR shifts that begin at or after 3:00 p.m.
3. Employees will be notified annually of the inclement weather procedures and the availability of information on the UMass Boston website.
4. An employee whose shift is cancelled as a result of this policy shall receive five (50 hours pay

for the shift.

Workweek
Current scheduling practices within CSR shall remain in force for the duration of this Agreement.

There shall be a special labor-management committee consisting of the Assistant Vice Chancellor for Human Resources or his/her designee, the Union President or his/her designee, and an equal number of labor and management representatives from CSR for the purpose of identifying, documenting, and resolving scheduling matters and matters concerning the use of release time; provided that participation in such labor-management committee shall not be counted against the bank of hours for union business as provided for in this Supplemental Agreement.

The parties agree that, in lieu of a shift differential, all CSR supervisors covered by this Supplemental Agreement shall receive an additional seventy-five cents ($.75) per hour added to their base hourly rate, effective July 5, 2009.

For studies that requires a Study Supervisor, the administration shall select candidates based on the following criteria: Skills, Seniority, Availability, Type of Study and Study Schedule. The Employer agrees to provide employees notice and reasons for non-selection for Study Supervisor assignments

Seniority
Seniority shall be defined as the length of continuous services since last date of hire. The University agrees, for the purpose of recognizing such seniority for CSR supervisors, to establish the date of hire for each individual unit member as follows:

a. Joan Moynihan	4/1/93
b. Joy Morgan	7/18/93
c. Ralph Clark	3/5/95
d. Mary Fitzgerald	4/16/95
e. Chris Pomilio	5/12/96
f. Joseph St. George	11/09/97
g. Dixie Kuehnel	4/1/01

SUPPLEMENTAL AGREEMENT 13
COVERING ALL BARGAINING UNIT MEMBERS
at the UNIVERSITY OF MASSACHUSETTS BOSTON
OUT OF TITLE WORK

Notwithstanding the provisions contained in Article 22, Section 2(A), any employee who is assigned by the CEO to a vacant position in a higher grade for more than thirty (30) days in a one hundred twenty (120) day period shall receive the salary rate in such higher grade at his/her then-current step.

SIDE LETTER COVERING ARTICLE 23.
CLASSIFICATION AND RECLASSIFICATION

The parties agree to meet within 120 days of the execution of this Agreement to consult on possible alternative approaches for classifications and reclassifications.

TUITION SIDE LETTER

In the event one or more of the above proposals pertaining to tuition remission are withdrawn or modified with other MTA units on the Boston Campus, the Parties to this contract will meet for the purpose of bargaining the same above terms. Once remaining contracts with other units are ratified by the membership this provision is no longer applicable.

SICK AND VACATION LEAVE ACCRUALS SIDE LETTER

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015, shall be implemented. For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 collective bargaining agreement between the parties will continue without any change in accrual caps. The Parties acknowledge that this committee is a system-wide committee and may not be under the authority and/or control of UMASS Boston.

SIDE LETTER COVERING ALL SUPPLEMENTAL AGREEMENTS AND SIDE LETTERS

By mutual agreement and without any language change, the parties seek to incorporate all side letters and supplemental agreements, when practicable, into the appropriate contract articles.