AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF MASSACHUSETTS
AND
TEAMSTERS LOCAL UNION NO. 25
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
July 1, 2014 – June 30, 2017
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PREAMBLE

This agreement entered into by the Board of Trustees of the University of Massachusetts, hereinafter referred to as the University, and Union Local 25, International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the University and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of wages, tours of duty, efficient and effective standards of productivity and performance, hours and other terms and conditions of employment, thereby contributing to an educational institution of highest quality—a public policy mandate which binds the Union and the University
Article 1
Recognition

The University recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time employees in the Unit as defined by MLRC Case Nos. SCR-2022 and CAS-2037. This unit shall henceforth be known as Unit A.

The University further 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 public safety sergeants employed by the University of Massachusetts Boston, and specifically excluding all lieutenants and all other superior officers, managerial and/or confidential employees. This unit shall henceforth be known as Unit B.

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

Article 2
Scope of Agreement

The parties agree that this Agreement in all respects supplants all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated 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.

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

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

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

**Article 3**

**Management Rights**

The Union and the University agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the University from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation, the speed of such equipment, the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate rules and regulations; to select supervisory and managerial employees; to discipline and discharge employees; to contract out work together with the control and state of products which may be used by employees; to determine the time for work, staffing pattern and work area, the method and place of performing work including the right to determine that the University's work force shall not perform certain work, that employees may be transferred from one administrative area to another, the schedule of work and work breaks, the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, or to abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to discharge employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and
quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past.

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

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

**Section 1.**

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

**Section 2.**

The University agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**Section 3.**

An employee may consent in writing to the authorization of the deduction of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the University and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days’ notice in writing to the Human Resources Office and the Secretary/Treasurer of the Union.
Section 4.

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

Section 5.

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

**Article 5**

**Agency Service Fee**

Section 1.

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

Section 2.

This article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.
Section 3.

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

Section 4.

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

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

Section 5.

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

Article 6
Union Business

Section 1. Grievance Processing

Except as hereinafter provided, Union business shall be conducted by Union officers on off-duty hours.
Union Officers shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No Union Officer shall at any time use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee.

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

Section 2. Paid Union Leave of Absence

A. Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend the International Brotherhood of Teamsters annual convention. Such leave will require the prior approval of the Chief Executive Officer of the campus or designee (hereinafter in this Article “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 Union negotiating committee members for attendance at negotiating sessions with the University and related Union caucuses. Such leave will require the prior approval of the CEO.

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.

Section 3. Attendance at Hearings

Representatives and officers of the Union may be granted leaves of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the University. Such leave will require prior approval of the CEO.

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

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

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

Section 5. Bulletin Boards

The Union may post notices on the bulletin boards located in the male and female locker rooms. All notices shall be on Union stationery, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 6. University Provision of Information

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

A. Every three months a list of all new employees in the bargaining unit, date of employment and classification.

B. Every six months a list of all employees in the unit who have been terminated.

C. A list of all employees in the unit who withdraw check off authorization within two months of such withdrawal.

D. Every six months, a list of employees in the bargaining unit and their titles and last dates of hire.
Where the University has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Section 7. Orientation

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

Article 7
Non-Discrimination and Affirmative Action

Section 1.

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

Section 2.

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

Section 3.

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 28 of this Agreement. These procedures are not a waiver of statutory rights.
Article 8
Workweek and Work Schedules

Section 1. Scheduled Hours, Workweek, Workday

A. The regular hours of work for full-time employees shall be an average of thirty-eight and one half (38½) hours per week, including roll call time, over a six calendar week period.

B. The work schedule, both starting times and quitting times, of employees shall be posted on bulletin board at each work location or otherwise made available to employees and Union stewards.

C. When the University desires to change the regular work schedule of an employee he shall give the affected employee at least five (5) calendar days written notice of such contemplated change, except in cases of emergency involving the health and safety of those persons whose care and/or custody have been entrusted to the University.

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

Section 2. Overtime

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

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

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight hours in his/her regular workday except that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized work performed in excess of his/her regular workday. The University shall not, for the purposes of avoiding the payment of
overtime, curtail the scheduled hours of an employee during the remainder of a work week in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties in their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the University to participate in an approved voluntary flexible hours program that has been duly authorized by the University. Effective with the signing of this agreement, there shall be no election of compensatory time in lieu of overtime compensation.

D. All time for which an employee is on full pay status, such as sick leave, vacation, holidays, paid education leave, shall be considered time worked for the purpose of calculating overtime compensation.

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

F. The University shall make every effort to make payment in the pay advice following the payroll period of the overtime worked.

G. In so far as practicable, overtime shall be distributed equitably and impartially among employees in each work location who ordinarily perform such related work in the normal course of their work week. Overtime distribution shall afford patrol officers and sergeants first option of assignments consistent with their classifications. If no patrol officers or sergeants are available to work overtime, the University may offer the overtime assignment to other academy trained police officers, or require patrol officers or sergeants to work the overtime assignment.

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

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

I. In instances where no employees can be found to perform overtime work, the University may assign such work on a mandatory basis. Such assignments shall be distributed as equitably as possible amongst all employees.

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

Section 3. Call Back Pay

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

Section 4. Court Time

Any member of the bargaining unit who, while off duty, is required by the University to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, License and Police Commissions, and show cause hearings and civil cases arising out of such criminal cases shall be paid at a rate of time and one-half. The unit member will be paid a minimum of four (4) hours at the time and one-half rate. If an employee is summoned to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, before the License or Police Commissions, or at show cause hearings or civil cases arising out of such criminal cases, the University shall timely hand deliver the summons to the officer or shall place a copy of the summons in the officer’s department mailbox.
Section 5. Shift Differential

A. Unit members rendering service on a second shift, as hereinafter defined, shall receive a shift differential of seventy five cents ($0.75) per hour for each full hour worked. Unit members rendering service on a third shift, as hereinafter defined, shall receive a shift differential of one dollar and twenty five cents ($1.25) per hour for each full hour worked. Unit members rendering service on weekend shifts, as hereinafter defined, shall receive a shift differential of one dollar ($1.00) for each full hour worked.

B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m.; a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.; weekend shifts shall be ones that commence at 3:30 p.m. on Friday, or after, and end not later than 7:30 a.m. on Monday.

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

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

E. An employee who is directed and/or approved to attend training(s) on a shift in lieu of his/her regularly scheduled shift, which shift entitles him/her to be paid a shift differential, shall continue to receive the shift differential for the duration of the training.
Section 6. Paid Details

A. Paid details are work assignments, beyond the regularly scheduled workweek of an employee, for which the primary or originating source of funding is from outside the University of Massachusetts.

B. Paid details shall be distributed fairly and equitably. Details shall be voluntary and shall be posted and averaged on a continuing basis.

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

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

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

C. For details as defined in this Agreement employees shall be paid a flat hourly rate to be determined by the Director of Public Safety and the Union; but in no case for patrol officers shall such rate be less than $47.00 upon execution of this Agreement, $48.00 effective July 1, 2015 and $49.00 effective July 1, 2016 and for Sergeants such rate shall not be less than $51.00 upon execution of this Agreement, $52.00 effective July 1, 2015 and $53.00 effective July 1, 2016. Employees shall receive a minimum of four hours pay for each detail. This article shall be effective moving forward from the date of the execution of this Agreement.

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

E. Members of the bargaining unit shall have the right of first refusal for any and all details and/or overtime before the University calls an outside source.

Section 7. Roll Call Pay

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

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

Section 8. Field Training Officers

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

Section 9. Inclement and Hazardous Conditions

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

Article 9
Leave

Section 1. Sick Leave

(a) Effective June 30, 1996, a full-time employee shall accumulate sick leave with pay credits at the rate of one work day for each full payroll month of employment for a total of 12 days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

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

(c) Sick leave shall be granted to an employee only under the following conditions:

1. an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. the spouse, child, or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is seriously ill; the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year; or
3. through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

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

(e) Where the University has reason to believe that sick leave is being abused, the University may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its
request may result, at the discretion of the University, in denial of sick leave for the period of absence.

(f) The University may require that an employee, wishing to return to work after an absence of more than five (5) consecutive days because of illness or injury, be examined by a physician designated by the University and/or by a physician of the employee’s choosing. If the University requires the employee to be examined by their designated physician, the University shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his regularly assigned duties.

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

(h) Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or if no personal leave credits, then on vacation leave, and if no vacation leave credits, then on leave without pay. Such leave shall be charged on the same basis as provided in Subsection (g).

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

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

(j) A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of full-time employee.
(k) Notification of absences under this Article must be given to the designated representative of the University as early as possible, but at least one and a half (1½) hours prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the University, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.

(l) No employee shall be entitled to leave under the provisions of this Article in excess of the accumulated sick leave credits due such employees.

(m) Employees whose service with the University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit. For unit members hired on or after the date of execution of this Agreement all such unit members shall accrue a maximum of 120 days of sick leave.

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

(o) An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody or who receives such injuries in the pursuit, apprehension or detention of suspects as reflected in official police reports and affirmed by the Director of Public Safety, and as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

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

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

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

<table>
<thead>
<tr>
<th>Annual Sick Leave Used</th>
<th>Cash In Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

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

Section 2. Paid Personal Leave

Effective July 2009, on the first payroll day of the new calendar year, full-time employees will be credited annually with six (6) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her University. Any paid personal leave not taken by December 31 of any year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

Full-time employees hired on or after January 1 of any year shall be credited upon employment with paid personal leave days in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Date of Hire</th>
<th>Personal Leave Days Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – March 31</td>
<td>6</td>
</tr>
<tr>
<td>April 1 – June 30</td>
<td>4</td>
</tr>
<tr>
<td>July 1 – September 30</td>
<td>2</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>0</td>
</tr>
</tbody>
</table>

Section 3. Bereavement Leave

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

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

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

Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in town, city, state, or national election shall, upon application, be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.
Section 5. Civic Duty Leave

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

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

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

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

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

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

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

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave

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

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

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

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.
Section 7. Child Birth and Maternity Leave

A. A full-time female employee who has completed her probationary period, or if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from her employment with the Commonwealth for a period not exceeding eight (8) weeks for the purpose of giving birth shall be granted a maternity leave without pay if her request for such leave is made to the University at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of the Agreement.

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

C. Notwithstanding any other provision of this agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

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

Section 8. Parental Leave

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

Section 9. Education Leave

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

Section 10. Family and Medical Leave Act (FMLA)

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

Article 10
Sick Leave Bank

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

Within ninety (90) days after the execution date of this Agreement, an employee
may become a member of the Sick Leave Bank by assigning one (1) or more full days of
his/her personal sick leave accumulation to the Bank; provided, however, that on the
date of making such assignment the employee shall have accumulated not fewer than
six (6) days of personal sick leave. During the term of the Agreement, an employee who
shall have accumulated six (6) days of personal sick leave who is not a member of the
Sick Leave Bank may become so by assigning to the Bank (1) or more full days of his
personal sick leave accumulation, during the annual thirty (30) day period established
for such purpose.
A member of the Sick Leave Bank shall be eligible to draw upon the Bank five (5) working days after the exhaustion of the member’s personal sick leave, vacation leave and personal leave accumulation in the event such member is hospitalized, suffers a catastrophic or prolonged illness or is totally incapacitated from work.

The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between unit member and the administration. This local labor-management committee will determine at what level the Sick Bank will be replenished. However, members can donate one or more full days each time it is required that the Bank be replenished.

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

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

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

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

An employee who is transferred to the unit covered by this Agreement, from a position at another Institution of Higher Education where he/she was an active member of the Sick Leave Bank may, within thirty (30) days of the date of such transfer, become a member of the Bank at the University by assigning one or more full days of personal sick leave to the Bank.
Article 11
Vacations

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

No employee employed prior to the execution of this contract shall carry more than 64 days of vacation leave credit. For unit members hired on or after the execution date of this agreement no such unit member shall carry more than fifty days. In addition, vacation days accrued in excess of this maximum shall be forfeited and shall not roll over into sick leave, compensatory time, or any other form of paid leave.

In no event shall vacation leave credit be carried over for more than twenty-four (24) months after it is credited.
Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

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

Section 11.

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

Section 12.

An employee who is reinstated after military leave, as referred to in Section 11, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such an employee in any full month of employment after he/she returns from military service.

Section 13.

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

Section 14.

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

Section 15.

An employee who is on industrial accident leave, who has available unused vacation leave, and who because of the provisions of Section 7 of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.
Section 16.

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

Section 17.

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

Section 18.

Each calendar year, for the period beginning with the University’s Commencement Day through the first day of classes for the Fall semester, vacation requests shall be limited to a maximum of four (4) weeks of vacation during this time period; all requests for more than the maximum allowance of four (4) weeks must be approved by the Director of Public Safety. Each employee shall request in writing his/her preferred days off; such requests will be reviewed and granted provided established staffing levels and operational needs are met. Initial scheduling of vacation time will be for a maximum of four (4) weeks; selections shall proceed according to seniority for each shift subject to Article 11(16); after all employees on each shift have had the opportunity to request vacation time off, there shall be a second or subsequent pick for a maximum of four (4) weeks; selections will again be determined by seniority for each shift. Vacations shall not normally be approved for the first two weeks of the fall and spring semesters, graduation week, and for other advance scheduled events as determined by the Director of Public Safety or his/her designee.
Article 12
Holidays

Section 1.

The following days shall be holidays for employees:

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

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

Section 2.

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

Section 3.

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

Section 4.

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a
Section 5.

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

Section 6.

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

Section 7.

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

Article 13

Employee Expenses

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, because no department or State vehicle is available, he/she shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines (DOC T92-031). This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

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

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

Section 2.

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

<table>
<thead>
<tr>
<th>Meals</th>
<th>Maximum Allowance</th>
<th>Applicable Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$6.00</td>
<td>3:01 A.M. to 9:00 A.M.</td>
</tr>
<tr>
<td>Lunch</td>
<td>$7.00</td>
<td>9:01 A.M. to 3:00 P.M.</td>
</tr>
<tr>
<td>Supper</td>
<td>$11.50</td>
<td>3:01 P.M. to 9:00 P.M.</td>
</tr>
</tbody>
</table>

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

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

D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.
Article 14
Employee Compensation

Section 1. Annual Salary Rate Increase
Effective the first full payroll period of July 2014 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Effective the first full pay period of January 2015 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Effective the first full payroll period of July 2015 the salary rate each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Effective the first full pay period of January 2016 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Effective the first full payroll period of July 2016 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Effective the first full pay period of January 2017 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%).

Section 2. Employees Hired, Reinstated, Employed or Reemployed on or after January 1, 1995

The salary rate for an employee hired, reinstated, employed or reemployed on or after January 1, 1995 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.
Employees shall be placed at the grade indicated in the classification plan on a step-to-step basis.

Section 3. Step Rate Increases and Promotions

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

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

B. Effective January 1, 1995, whenever an employee receives a promotion to a position as defined in Article 19, the employee’s new salary rate shall be calculated as follows:

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

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

Section 4. General Provisions

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

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

Section 5. Regular Part-Time Employees

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

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

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

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

C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 7:

A. Detectives

Two or more employees may be assigned to the position of detective; provided, that the Director of Public Safety or his/her designee shall have sole discretion in the assignment to or removal from such position and the
exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand two hundred dollars ($1,200). Effective January 15, 2016 the annual stipend shall be increased to $1,350 per full year.

B. Information Technology Specialist

One or more employees may be assigned to the position of information technology specialist; provided, that the Director of Public Safety or his/her designee shall have sole discretion in the assignment to or removal from such position and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand two hundred dollars ($1,200). Effective January 15, 2016 the annual stipend shall be increased to $1,350 per full year.

C. Emergency Medical Technicians

One or more employees may be recognized as Emergency Medical Technician; provided, that the Director of Public Safety or his/her designee shall have sole discretion in the initial and continuation of such recognition and the exercise of such discretion shall not be subject to the grievance and arbitration provisions contained in Article 28. An employee assigned to this position shall receive an annual stipend of one thousand two hundred dollars ($1,200). Effective January 15, 2016 the annual stipend shall be increased to $1,350 per full year.

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

An employee, upon becoming certified as a General Instructor, Defensive Tactics Instructor, Fire Arms Instructor, and/or Field Training Coordinator, shall receive an annual stipend of one thousand two hundred dollars ($1,200.00); provided, that the Director of Public Safety or his/her designee shall identify the criteria of eligibility and the number of officers within the department that are recognized as General Instructors, Defensive Tactic Instructors, Fire Arms Instructors, and/or Field Training Coordinators. Such discretion shall not be subject to the grievance and
arbitration provisions contained in Article 28. Effective January 15, 2016 the annual stipend shall be increased to $1,350 per full year.

E. Cadet Supervisor

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

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

F. Base Salary Increase

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

Section 8.

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

Section 9. Salary Adjustment for Prior Experience

The Director of Public Safety or his/her designee may credit the prior relevant experience of any new employee by placing such new employee at an initial step-in-grade commensurate with such prior relevant experience; provided, that any such advancement in such new employee’s step-in-grade shall not affect his/her seniority as defined in Article 17 of this Agreement.
Section 10. Officer in Charge

Effective July 1, 2007, the Director of Public Safety or his/her designee may assign any member of the bargaining unit to act as Officer in Charge on any shift on which no ranking officer is available; provided that, in any such case where a member of the bargaining unit is so assigned, such member of the bargaining unit shall receive, in addition to his or her regular base pay, a $5.00 per hour differential; provided further that, in such case where a member of the bargaining unit is assigned on overtime, such member of the bargaining unit shall receive, in addition to his or her overtime pay (calculated in accordance with Article 8, Section 2) two (2) hours of compensatory time.

Section 11. Agreement to Re-open

In the event that the University requests the Suffolk County Sheriff to appoint members of the bargaining unit as Suffolk County Deputy Sheriffs, the University and the Union agree to meet and confer over the impact of such appointment.

Section 12. Special Joint Labor-Management Committee

There shall be a special joint labor-management committee, comprised of two members of the bargaining unit selected by the Union and two members selected by the University, convened for the purpose of investigating and recommending a promotional opportunity for senior patrol officers.

Section 13. Step Increases

1. Effective the first full payroll period in July, 2014:
   Each step in the Police Officer grade (Grade 15E); Sergeant Grade (Grade 18E);
   and shall be increased by fifty cents ($0.50). Each Step in the Dispatchers grade
   (13) and Dispatcher Supervisor grade (14) shall increase fifty cents ($0.50).

2. Effective the first full payroll period in July, 2015:
   Each step in the Police Officer grade (Grade 15E); Sergeant Grade (Grade 18E);
   and shall be increased by twenty-five cents ($0.25). Each Step in the Dispatchers
   grade (13) and Dispatcher Supervisor grade (14) shall increase twenty-five cents
   ($0.25).

3. Effective the first full payroll period in July, 2016:
   Each step in the Police Officer grade (Grade 15E); Sergeant Grade (Grade 18E);
   and shall be increased by twenty-five cents ($0.25). Each Step in the Dispatchers
grade (13) and Dispatcher Supervisor grade (14) shall increase twenty-five cents ($0.25).

Article 15
Cost Items and Appropriation by the General Court

Section 1.

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

Section 2.

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

Section 3.

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

Article 16
Health and Welfare

Section 1. Group Health Insurance Contributions

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of coverage that is provided for him/her and his/her dependent(s) under the Plan. The current pre-tax treatment of group health insurance contributions shall continue.
Section 2. Health and Welfare Plan

A. Creation of Trust Agreement

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

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

B. Funding

Effective on the first pay period in January 2015, the University agrees to contribute, on behalf of each full-time employee, an additional fifty cents ($0.50) per calendar week.

Effective on the first pay period in January 2016, the University agrees to contribute, on behalf of each full-time employee, an additional fifty cents ($0.50) per calendar week.

Effective on the first pay period in January 2017, the University agrees to contribute, on behalf of each full-time employee, an additional fifty cents ($0.50) per calendar week.

C. Non-Grievability

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

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

Article 17
Seniority

Section 1. Definitions

A. Campus Seniority

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

B. Classification Seniority

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

C. Departmental Seniority

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

Section 2. Application of Seniority

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

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

Section 3. Termination of Seniority

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

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

Article 18
Annual Shift Selection and Shift Preference

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

Effective July 1, 2015, there shall be an annual bid for rotations for all patrol officer, patrol supervisors, dispatchers and dispatcher supervisor excluding special
services positions, as determined by the Chief/Director of Public Safety. Rotations shall be posted by the Director of Public Safety no later than December 1 of each year, and shall remain open until December 15. Officers and dispatchers will be eligible to bid on up to three (3) rotations, ranked in order of preference. Rotations awarded during the annual rotation bid will be effective on the Sunday immediately preceding the first week of school in the Spring semester. While rotation assignments will normally be made pursuant to the above bid process and not unreasonably denied the final assignment of rotations may be based on the needs of the University. In the event rotations are not assigned by the bid selection process the Union shall be notified. All decisions pursuant to this paragraph dealing with rotations are not subject to the grievance process.

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

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

**Article 19**

**Probationary Employees**

**Section 1.** Employees newly hired or transferred into the bargaining unit shall be considered probationary through twelve (12) continuous months of service, beginning on the date on which they report for duty following the successful completion of any required academy training; provided that, where the University accepts prior academy training, employees newly hired or transferred into the bargaining unit shall be considered probationary through twelve (12) continuous months of service, beginning on the date on which they report for duty.

**Section 2.** The starting date for unit members shall be the date the unit member started work in his/her current position unless the contract provides otherwise. In the event two or more unit members started on the same date for the same position seniority shall be determined by prior law enforcement experience as determined by the Chief/Director of Public Safety and in the event of the same experience by the highest Grade Point Average earned at the Academy.
Section 3. During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except for discipline or discharge for lawful and protected union activity.

Section 4. An employee who severs employment with the University must serve an additional probationary period upon re-employment, whether in the same or a different job title.

Section 5. The purpose of the probationary period is to provide for the evaluation of an employee. Should that probationary period be interrupted to a significant degree by illness, injury or other absences, it shall be extended by an equal amount of time to compensate for such absences.

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

Section 7. Each new employee shall at the time of employment, be required to enter into a written agreement to remain in his/her position of police officer at the University for a period of not less than three (3) years (excluding unpaid leave of absence) following successful completion of Police Academy training and certification by the Massachusetts Municipal Police Training Committee, unless excused from his/her obligation by the University. If an employee fails to fulfill this requirement by voluntarily resigning from his/her position, he/she shall be responsible for reimbursing the University for costs relating to the Police Academy training, excluding travel and salary, up to an amount of five thousand two hundred and fifty dollars ($5,250).
The repayment schedule shall be:

0-1 year of service 100% of costs; not to exceed $5,250
13 months – 2 years of service 50% of costs; not to exceed $2,625
Greater than 2 years but no longer than 3 years 25% of costs; not to exceed $1,312.50

**Article 20**

**Layoff & Recall Procedures**

**Section 1. Layoff**

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

B. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual period of employment. Non-probationary employees shall be next to be laid off on the basis of their classification seniority provided the employees retained have the ability to perform the work equal to the employee to be laid off.

C. In the event an employee is scheduled to be laid off in a classification and there exists a vacant position which has been certified for refilling in an equal or lower-graded classification which the employee has previously held on the campus in a fully competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such a classification covered by this Agreement.

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

Section 2. Recall

A. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their classification seniority in the reverse order from which they were laid off, provided the employee has the ability to perform the job in a fully competent manner.

B. Probationary employees who have been laid off have no recall privileges.

Article 21
Out of Title Work

Section 1. Work in a Lower Classification

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

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

Section 2. Work in a Higher Classification

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

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

Article 22
Classification and Reclassification

Section 1. Class Specifications

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

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

Section 2. Individual Appeal of Classification

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

Article 23
Class Reallocations

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

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

Section 3: The University agrees to conduct a study of the classification structure for members of the bargaining unit. The costs of conducting such a study and of implementing the resulting recommendations, in whole or in part, shall be paid from a classification pool to be established by the University.

Article 24
Tuition Remission

Section 1. Full-time Employees

A. Eligibility

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

2. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A “dependent child” shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. No employee’s child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee’s child who continues to meet the IRS standards of dependency.
3. 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.

4. 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.

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

B. Applicability

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

1. 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.

2. 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.

3. Tuition remission shall apply to non-credit as well as credit-bearing courses.
C. Limitations

1. 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.

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

3. 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.

4. Tuition remission benefits are non-transferable.

D. Certification Process

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

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

2. Complete a “Certificate of Eligibility for System wide Tuition Remission” (Appendix G) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee’s spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

3. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.
4. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

E. Continuation of Existing Benefits

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.

F. Interpretation of this Policy

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

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

Section 2. Part-time employees

A. Eligibility

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

2. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide 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.
B. **Applicability**

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

1. 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.

2. 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.

3. 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.

**Article 25**

**Personnel Interrogation Procedure**

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

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

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

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

**Article 26**  
**Safety Procedures**

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

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

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

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievance Procedures set forth in Article 28 of this Agreement but shall not be processed to Step 5 thereof.
Article 27
Disciplinary Action

Section 1.

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

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

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

B. Acts that seriously disrupts the normal operation of the institution, the department or any members of the workforce;

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

D. Dishonesty in the performance of assigned duties;

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

F. Institutional theft.

G. Use of the LEAPS, CJIS, or ALARS systems for any purpose other than authorized University of Massachusetts Police criminal justice purposes, or any use of these or succeeding systems in violation of the LEAPS basic agreement, or Department policies.

Section 2.

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

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

Section 3.

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

Section 4.

This section deleted and superseded by section 3, above.

Section 5.

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

Section 6.

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

Section 1. Introduction

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

Section 2. Definitions

A. Grievance - “Grievance” shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining agreement. It shall be a written statement on a Grievance Form setting forth all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

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

C. Day - Except as otherwise provided in this Article, “day” shall mean a calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

Section 3. Procedures for Filing a Grievance

A. Step 1: Informal - Immediate Supervisor

The Union and/or the grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor, during the term of this
Agreement, a written grievance. Said grievance shall be filed within fifteen (15) days from the date of the occurrence of the event or the date on which the unit member had or should have had reasonable knowledge of the event or conditions upon which the grievance is based. Within three (3) days after receipt of such notice, the Immediate Supervisor shall meet or arrange to meet with the Union and/or the grievant in an attempt to resolve the grievance. If within five (5) days after such meeting, the Union and/or the grievant and the Immediate Supervisor have failed to agree upon resolution of the grievance, the Union and/or the grievant may elect to proceed to the next level.

B. Step 2: Department Head

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the final time period provided for in Step 1, he/she or the Union shall file the written grievance with the Department Head. The Department Head shall meet with the Union and/or the grievant to resolve the dispute and shall respond in writing within fifteen (15) days from the receipt of the grievance.

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

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

D. Step 4: President of the University of Massachusetts

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 3 decision, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or designee (hereinafter in this Article “President”) and a copy of such notice with the CEO. The CEO shall forward, forthwith, a complete copy of the grievance record to the President. Within twenty-five (25) days of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.
E. **Step 5: Arbitration**

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

a. The Union shall have the exclusive right to initiate arbitration of a grievance.

b. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all four (4) prior Steps of the grievance procedure, except as is otherwise provided in this Article;

c. The Union shall initiate arbitration by giving written notice to the President and the CEO within said thirty (30) days that it intends to submit a grievance to arbitration.

d. If the parties fail to agree on the selection of a single arbitrator, the Union may request the American Arbitration Association to provide the parties a panel list of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association.

F. **Costs of Arbitration**

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

**Section 4. Decision of the Arbitrator**

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

B. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall make his determination. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding including the grievant and shall be enforceable in any court of competent jurisdiction.
Section 5. Union Representation

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

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

Section 6. Waiver and Admission

A. Waiver

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

B. Admission

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

C. **Grounds of Appeal**

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

**Section 7. Collateral Consequences of a Grievance**

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

**Section 8.**

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

**Article 29**

**Personnel Files**

**Section 1.**

An employee shall have the right to inspect his/her personnel file during regular business hours upon request and, when necessary, by appointment, and shall have a right to copy at his/her expense. The Union, or a representative thereof, shall have access to an employee’s personnel file upon prior written authorization of such employee.
Section 2.

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

Section 3.

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

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

Section 4.

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

**Article 30**

*Evaluation of Employees*

Section 1.

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

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

B. Serve as an important motivational tool and improve the quality of job performance;
C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;

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

E. Monitor the performance of probationary employees on a timely basis.

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

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

Section 2.

To the extent practicable, performance evaluation of an employee shall be completed by mid-September, with the exception of a probationary employee who shall be evaluated in accordance with Article 19. Such evaluation will be recorded in writing on the form attached hereto, as Appendix E.

Section 3.

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

Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" rating, and shall be re-evaluated after ninety (90) days.
Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

An employee may only grieve the evaluation procedures of this Article and only to the level of Step 4 of Article 28.

Article 31

No Strikes/No Lockout

Section 1.

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

Section 2.

The Union shall exert its best effort to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best effort to terminate it.
Section 3.

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

Article 32
Parking and Transportation

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

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

Article 33
Uniforms

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

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

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

Each officer will be allotted a sum of money on a bi-annual basis to purchase/replace uniforms and equipment in accordance with departmental requirements. Effective July 1, 2012, the annual amount shall be one thousand dollars ($1,000) to be as follows:

On or before October 1st $500
On or before May 1st $500

The Director of Public Safety will provide a list of authorized uniform components annually. No substitutions may be made without the specific approval of the Director of Public Safety or his/her designee.
Article 34
Employee Liability

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

Article 35
PAYROLL SYSTEMS

Section 1.

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

Section 2.

The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee. In the extraordinary event that the Union alleges that an employee cannot comply with the electronic transfer of salary checks due to severe hardship, such as inability to access a bank or financial institution during off hours, or there is no ATM available within a reasonable geographic distance from an employee’s home, the Union shall request that the Human Resources Division/Department grant a direct Deposit Exemption. The Human Resources Division/Department will review the request and respond within thirty (30) days of receiving such request. Denials of Direct Deposit Exemption Requests shall not be subject to the contractual Grievance and Arbitration Procedure.
Article 36

Savings Clause

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

Article 37

Duration

This Agreement shall be for the two (2) year period from July 1, 2014 to 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 February 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.

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

For Teamsters Local Union No. 25, International Brotherhood of Teamsters

[Signature]

[Signature]

[Signature]

For the Board of Trustees, University of Massachusetts

[Signature]

[Signature]

[Signature]

Date: 3/15/16
## APPENDIX A – IBT SALARY SCHEDULE

**Effective the first full pay period of July 2014**

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APPENDIX B

UNION LOCAL 25, INTERNATIONAL BROTHERHOOD OF TEAMSTERS AT UMASS, BOSTON

GRIEVANCE FORM

Name of Grievant_________________________ Date of Violation________________
Steward/Union Official____________________________________________________
Article(s) Violated________________________________________________________
Remedy Desired____________________________________________________________
Signature of Grievant________________________________________________________
Signature of Union Rep._________________________ Date________________________


Article & Section Violated:

Step 1:_________________________University Official and Title__________________
________________________________________________________

Step 2:_________________________University Official and Title__________________
________________________________________________________

Step 3:_________________________CEO or Designee_____________________________

Step 4:_________________________President or Designee________________________

________________________________________________________

Step 5:_________________________Arbitration: Yes____ No____

FINDING:

74
APPENDIX C

TEMPORARY WORK ASSIGNMENT

This form must be completed by an employee who has been assigned by their immediate supervisor to perform the duties of a higher rate position.

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

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Area of Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Number</td>
<td>Title of Present Position</td>
</tr>
<tr>
<td>Title of higher rated position to which you have been assigned</td>
<td>Effective Date of Assignment</td>
</tr>
<tr>
<td>Signature of Employee</td>
<td>Date of Signature</td>
</tr>
</tbody>
</table>

IMMEDIATE SUPERVISOR

<table>
<thead>
<tr>
<th>Name of Immediate Supervisor</th>
<th>Area of Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Form Received from Employee</td>
<td>Employee’s Present Title</td>
</tr>
<tr>
<td>Title of higher position that you</td>
<td>Effective Date of Assignment assigned to employee</td>
</tr>
<tr>
<td>Previous Incumbent of the Position</td>
<td></td>
</tr>
<tr>
<td>Reasons for Assignment:</td>
<td></td>
</tr>
<tr>
<td>Anticipated Duration of Assignment:</td>
<td></td>
</tr>
<tr>
<td>Signature of Immediate Supervisor</td>
<td>Date of Signature</td>
</tr>
</tbody>
</table>
IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE HUMAN RESOURCES OFFICER AND A COPY TO THE DEPARTMENT HEAD/DESIGNEE
Temporary Work Assignment (Continued)

HUMAN RESOURCES OFFICER

Approval

Disapproval

*Reason for Disapproval:

Title of Higher Rated Position
Duration of Assignment

Signature of Human Resources Officer

Date of Signature

cc: Employee:
Immediate Supervisor:
Department Head/Designee:
APPENDIX D

FAMILY and MEDICAL LEAVE ACT (FMLA)

Effective July 1, 2009, employees covered by this Agreement who are eligible for benefits under the federal Family and Medical Leave Act (FMLA), shall be entitled to take up to twenty-six (26) weeks of unpaid, job-protected leave each year for family and medical reasons. An eligible employee’s right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law’s benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools); and

- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce - including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for a total of at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.
Leave Entitlement

A covered employer must grant an eligible employee up to 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

* for the birth or placement of a child for adoption or foster care;

* to care for an immediate family member (spouse, child or parent) with a serious health condition; or

* to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

* If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval.

* FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee’s use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.
“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical-care facility;

- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

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

“Health care provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

- podiatric dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

- nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

Notice and Certification

Employees seeking to use FMLA leave may be required to provide:

- 30-day advance notice of the need to take FMLA when the need is foreseeable;
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second and third medical opinions and periodic recertification (at the employer’s expense); and
- periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer’s operation.
Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to $100.00 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA leave on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

**Unlawful Acts**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

**Enforcement**

FMLA is enforced, including investigation of complaints, by the U.S. Labor Department's Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

**Other Provisions**

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the “salary basis” requirements for FLSA’s exemption extends only to “eligible” employees’ use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.
APPENDIX E

PERFORMANCE EVALUATION FORM

This form provides the staff member the opportunity to describe his/her professional growth, development, and contribution to the University over the evaluation period. The report is given serious consideration at each stage of the review process and becomes part of the staff member’s permanent personnel file. The information in the report will be used in determining personnel actions, including, but not limited to: continuance, assignment, and promotion. The evaluation is based on the staff member’s performance.

Section I is to be completed by the department head; the staff member being evaluated will complete Section II and forward to his/her immediate supervisor who will complete Section III and discuss the review with the staff member. The review will then be forwarded to the department head who will complete Section IV.

I. Annual Evaluation for the Period ________________ TO ________________

Name __________________________________________ Date of Appointment ________________

Official Title __________________________________________

Working Title __________________________________________

Assignment __________________________________________

II. Comments of the Staff Member

The staff member shall comment on his/her performance, growth and development for the evaluation period. Additional information, which helps provide a more complete or accurate description of his/her value to the University, should also be included. The staff member should attach as many additional pages as may be necessary.

The staff member may find it helpful to address some or all of the following areas:

Dependability, Observance of established work hours, Regularity in attendance, Productivity, Responsibility acceptance, Cooperation, Attitude toward supervision, Attitude towards others, Flexibility, Judgment, Quality decisiveness, Problem analysis, Follow up, Initiative, Interpersonal Sensitivity, Composure, Oral communication skills, Written communication skills, Awareness of and commitment to department goals and objectives.

Number of pages attached: ______ (initial each page)
III. **Comments of Immediate Supervisor(s)**

Signature of Supervisor(s) ___________________________ Date __________________

___________________________ Date __________________

IV. **Comments of Intermediate Supervisor**

Signature of Intermediate Supervisor __________________ Date __________________

V. **Comments of the Department Head or Designee**

Signature of the Department Head or Designee __________________ Date __________________
VI. **Recommendations**

- Retention (for probationary employees)
- Dismissal (for probationary employees)
- Annual Year
- Other

VII. **Evaluation Rating**

- Exceeds Standards
- Meets Standards
- Does Not Meet Standards

______________________________  __________________________
Date of Discussion with Supervisor  Signature of Staff Member

The staff member's signature indicates that an opportunity has been afforded for him/her to read the evaluation and to discuss it with the supervisor(s); it neither signifies nor negates agreement with the comments made.
APPENDIX F
CREDIT UNION

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

SUPPLEMENTAL AGREEMENT
COVERING ALL BARGAINING UNIT MEMBERS
AT THE UNIVERSITY OF MASSACHUSETTS BOSTON
TUITION AND FEES: SPOUSES AND DEPENDENTS

Specific provisions of the plan
• This plan, which is effective Fall 2015 semester, covers eligible full and part-time undergraduate students only, as described below. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.
• Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.
• Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.
• Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
• This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted
employees on unpaid leave (other than Military Leave, Workers’ Compensation and FMLA) are not eligible for this benefit.

- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
  - If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
  - If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.

- A “dependent child” shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.

- The applicable fees for which this waiver applies are the Curriculum/Operating fees.

- The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.

- The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

For Continuing Education Applicability
Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:
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.
Tuition remission shall apply to non-credit as well as credit bearing courses.
Limitations
a. Employees, 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, 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, have not enrolled.

Side Letter-Joint Overtime Committee

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