
Collective Bargaining Agreement
Between
University of Massachusetts Lowell
&
SEIU Local 888
Professional Administrative Unit

July 1, 2024 – June 30, 2027

CTW-CLC



<i>PREAMBLE</i>	6
<i>ARTICLE 1: RECOGNITION</i>	7
<i>ARTICLE 2: DEFINITIONS</i>	7
<i>ARTICLE 3: CONTINUATION OF EMPLOYEE RIGHTS, BENEFITS, AND PRIVILEGES</i>	8
<i>ARTICLE 4: UNION SECURITY</i>	8
<i>A. Dues, Agency Fee Checkoff</i>	8
<i>B. Agency Fee</i>	8
<i>ARTICLE 5: NON-DISCRIMINATION/AFFIRMATIVE ACTION</i>	9
<i>A. Non-Discrimination</i>	9
<i>B. Affirmative Action</i>	9
<i>C. Workplace Committee</i>	9
<i>ARTICLE 6: UNION ACTIVITIES</i>	9
<i>ARTICLE 7: GRIEVANCES AND ARBITRATION</i>	10
<i>Step 1. Informal</i>	11
<i>Step 2. Formal</i>	11
<i>Step 3.</i>	11
<i>Step 4.</i>	12
<i>Mediation</i>	12
<i>Step 5. Arbitration</i>	12
<i>ARTICLE 8: INFORMATION</i>	14
<i>ARTICLE 9: HOURS</i>	15
<i>A. Compensatory Time</i>	15
<i>B. Alternative Work Schedules</i>	15
<i>C. Non-exempt Eligible Overtime</i>	15
<i>ARTICLE 10 : SALARIES</i>	16
<i>ARTICLE 11: ADDITIONAL COMPENSATION</i>	17
<i>A. No Title Change – Less than one year</i>	17
<i>B. No Title Change – More than one year</i>	17
<i>C. Work performed outside daily job duties</i>	17

ARTICLE 12: DISCRETIONARY FUNDING /PROFESSIONAL DEVELOPMENT GRANTS.....	17
ARTICLE 13: LEAVE	18
A. Sick Leave	18
B. Bereavement Leave.....	19
C. Family and Medical Leave Act (FMLA) and Maternity/Paternity Leave	20
D. Civic Duty Leave	20
E. Military Leave.....	20
F. Paid Professional Leave.....	21
G. Extended Educational Leave	21
H. All Purpose Unpaid.....	22
I. Paid Personal Leave	22
ARTICLE 14 : VACATIONS.....	23
A. Leave Accrued	23
B. Creditable Service.....	24
C. Bi-weekly Credit	24
D. Without Pay or Absent Without Pay.....	24
E. Reinstatement.....	25
F. Appointing Authority.....	25
G. Absences	25
H. Death of an Employee.....	25
I. Accrual Prior to Termination.....	25
J. Reinstated or Reemployed after Termination.....	26
K. Leave Status	26
L. Return to Duty After Leave	26
M. Industrial Accident Leave	26
ARTICLE 15: HOLIDAYS	26
ARTICLE 16: GROUP HEALTH INSURANCE CONTRIBUTIONS.....	27
ARTICLE 17: HEALTH AND WELFARE.....	27
A. Continuation of Trust Agreement	27
B. Funding	27

C. Non-Grievability	27
D. Employer's Liability	27
ARTICLE 18: PROMOTION AND FILLING OF VACANCIES	28
ARTICLE 19: CONTRACTING OUT.....	28
ARTICLE 20: DISCIPLINE, DISCHARGE, AND LAY-OFF	28
Section A: Discipline and Discharge:	28
Section B: Layoff.....	29
Section C: Recall Rights	30
Section D: Miscellaneous	31
ARTICLE 21: EXPENSES	31
ARTICLE 22: TUITION REMISSION	31
See Appendix B for policy that is effective.....	31
A. For Course Work During Regular Working Hours	31
B. Courses Taken Outside Regular Working Hours	32
ARTICLE 23: MISCELLANEOUS.....	32
ARTICLE 24: NO STRIKE/NO LOCKOUT	33
ARTICLE 25: SAVING CLAUSE.....	33
ARTICLE 26: MANAGEMENT RIGHTS.....	34
ARTICLE 27: JOINT LABOR/MANAGEMENT COMMITTEE	34
ARTICLE 28: COPE.....	34
ARTICLE 29: DURATION.....	34
APPENDIX A-1: SALARY SCHEDULES.....	36
APPENDIX B: TUITION REMISSION	37
A. Fee Waiver Policy For Continuing Education Applicability	42
APPENDIX C: PAYROLL SYSTEMS.....	44
A. Administrative Computing and Payroll Systems	44
B. Direct Deposit.....	44
APPENDIX D: COST ITEMS	45
APPENDIX E: TRUST FUNDS.....	46

A. Continuing Education	46
B. Athletics.....	46
APPENDIX F: EVALUATION OF UNIT MEMBERS.....	47
A. Purposes of Evaluation of Unit Members	47
B. Evaluation Assessments	47
C. Criteria for Evaluation.....	47
D. Materials to be Utilized in the Conduct of Evaluations.....	48
E. Evaluation Procedures	48
1. Self-Evaluation.....	48
2. Evaluation by Area Supervisor.....	48
3. Review by the Area Vice Chancellor	49
F. Time Schedules.....	49
APPENDIX G: POSITION CLASSIFICATION REVIEW COMMITTEE.....	50
APPENDIX H: FMLA	51
A. Applicability.....	51
B. Family and Medical Leave.....	51
C. Eligibility.....	51
D. Duration	51
E. Covered Health Conditions.....	52
F. Leave Arrangements	52
G. Pay During Leave.....	52
H. Benefits During Leave	53
I. Communication by Employee During the Leave	53
J. Reinstatement Following Leave	53
K. Coordination with Other Statutes.....	53
L. Implementation.....	53
APPENDIX I: TRAVEL POLICY	54
Purpose	54
A. Introduction.....	54

B. Policy Statement 54

C. Standards 55

APPENDIX J: MOA – Position Classification and Compensation System 56

PREAMBLE

This Agreement is entered into on this 1st day of July, 2024 by and between Service Employees' International Union Local 888 (hereinafter referred to as the Union) and the University of Massachusetts (hereinafter referred to as the Employer) for the purpose of promoting harmonious relations between the Union and the Employer, establishing an equitable and peaceful procedure for the resolution of differences, and providing and maintaining mutually satisfactory terms and conditions of employment.

ARTICLE 1: RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for the employees in the Professional Administrative Unit as certified by the Massachusetts Labor Relations Commission in Case Number SCR-2094, and as subsequently amended.

The following are excluded from the Unit:

1. *Faculty as defined in Case Number SCRE-2006.*
2. *Clerical and technical employees as defined in Case Number SCRE-2004.*
3. *Maintenance and custodial employees as defined in Case Number SCRE-2005.*
4. *All CETA and/or grant employees.*
5. *All adjunct and part-time faculty employees.*
6. *All employees carried on the "03" Account.*
7. *Managerial and confidential employees.*
8. *Employees excluded based on stipulations between the parties executed prior to or simultaneous with this agreement.*

Should any new classification(s) be added to the work force, the Appointing Authority should notify the Union of such new classification(s) after appropriation and approval by the Legislature and the Division of Administration and Finance of the Commonwealth. The Appointing Authority and the Union shall then consult to determine mutually if such new classification(s) shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred then to the Massachusetts Labor Relations Commission by either party with a request that it make a determination.

ARTICLE 2: DEFINITIONS

The "**Employer**" shall mean the University of Massachusetts.

The "**Appointing Authority**" shall mean the University of Massachusetts Lowell

The "**President**" shall mean the President of the University of Massachusetts.

The "**Chancellor**" shall mean the Chancellor of the University of Massachusetts Lowell.

The "**University**" shall mean the University of Massachusetts Lowell" unless otherwise specified.

ARTICLE 3: CONTINUATION OF EMPLOYEE RIGHTS, BENEFITS, AND PRIVILEGES

Nothing in this Agreement shall be construed to limit or reduce any right, benefit, or privilege accorded a member of the Professional Administrative Unit by the terms of Chapter 1175 of the Acts of 1973.

ARTICLE 4: UNION SECURITY

A. Dues, Agency Fee Checkoff

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

An employee may consent in writing to the authorization of the deduction of Union dues or agency fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Appointing Authority and shall bear the signature of the employee. An employee may withdraw their Union dues check off or agency fee authorization by giving at least sixty days' notice in writing to the Human Resources Office and to the Treasurer of the Union.

The Appointing Authority shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Section and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted, provided that the State Treasurer is satisfied by such evidence that they may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of their duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

B. Agency Fee

Each employee who elects not to join or maintain membership in the Union may elect to pay a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration but not to exceed the amount of periodic dues paid by employees who are members of the Union.

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

The Union shall indemnify, defend and save the University harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the University at the request of the Union for the purpose of complying with this Article.

ARTICLE 5: NON-DISCRIMINATION/AFFIRMATIVE ACTION

A. Non-Discrimination

The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of membership or non-membership in the Union, or on the basis of any activities in connection with the Union.

The Parties also agree not to discriminate or retaliate against Unit Members on the basis of age, color, disability, ethnicity, gender, gender identity and expression, genetics, marital status, national origin, pregnancy and pregnancy related conditions, race, religion, sex, sexual harassment, sexual orientation, veteran status, or any other legally protected classes.

B. Affirmative Action

In compliance with state and federal law, positive and aggressive measures will be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and compensation.

Any matters concerning Section B of this Article shall be subject to the applicable Equal Opportunity & Outreach procedure (e.g. University's Nondiscrimination Guidelines, Equal Opportunity Complaint Procedure and the Sexual Harassment Grievance Procedure) and not the grievance and arbitration process in Article 7 of this Agreement.

C. Workplace Committee

The parties shall create a committee of three members from management and three members from the union to review and recommend best practices for an accepting workplace free of harassment. The Committee shall meet monthly with the first meeting taking place within one month after this bargaining agreement being ratified, until the parties mutually agree to suspend regular meetings. Upon mutual agreement, the committee can be expanded to include other university community members.

ARTICLE 6: UNION ACTIVITIES

The Professional Administrative Unit shall elect one Steward and other Unit officers. The Union shall furnish the names of the officers to the Appointing Authority.

The Steward and the Union President or designee, upon request, may be granted time off without loss of pay during working hours for the investigation and processing of grievances. Such request shall not be unreasonably denied.

Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions. Such time off shall not be unreasonably denied.

Subject to approval by the University Chancellor, representatives and officers of the Union may be granted time off without loss of pay to attend hearings before the Legislature and State agencies concerning matters for hearing submitted by the Union.

Employees elected to any Union office or selected by the Union to do official full time work which takes them from their employment with the University may, at the written request of the Union, be granted unpaid leave of absence, subject to approval by the University Chancellor. Such approval shall not be unreasonably denied.

On twenty-four hours' notice to the appropriate authority, the Professional Administrative Unit may be given the right to schedule a meeting during normal operating hours in the buildings of the Campus, provided that such meetings shall be held at reasonable times and not interfere with the business operation of the University. Except in emergencies, after a Professional Administrative Unit meeting has been scheduled, no other meetings involving bargaining unit members shall be scheduled at the same time.

The Union shall be permitted the use of University bulletin boards and employee mailboxes for union-related information.

ARTICLE 7: GRIEVANCES AND ARBITRATION

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

It is the objective of the Parties to encourage the prompt and informal resolution of grievances of the members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

Grievances relating to discrimination based on race, color, age, religion, gender, sexual orientation, national origin, marital status, handicap, or status as a veteran, shall be filed by the employee with the Equal Opportunity and Outreach Office and may not be processed through this grievance and arbitration procedure. In the event Equal Opportunity and Outreach finds no violations, they may refer the matter at its discretion to Labor Relations for review.

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

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

No party shall have any person(s) present at any of the grievance hearings who is there specifically to act as legal counsel (except at Step 5. Arbitration).

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

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

Step 1. Informal

A Union Officer and/or the aggrieved employee shall discuss the grievance informally with the employee's immediate supervisor, representative(s) of the Employer/University Administration (immediate non-unit supervisor) who has the authority to resolve the matter, or the individual responsible for occurrence that lead to the grievance. Such discussion shall take place within ten (10) working days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. A decision shall be rendered within three (3) days of the informal meeting. The Union shall be notified of the outcome in writing.

Step 2. Formal

If the grievance has not been resolved at Step 1, it shall be submitted in writing to the appropriate area Vice Chancellor or their designee within ten (10) working days after the decision in Step 1 is due or received. The area Vice Chancellor or designee shall meet or arrange to meet the grievant(s), and/or the Union within ten (10) working days of receipt of such grievance. Following the Step 2 hearing the Vice Chancellor or designee shall have ten (10) working days to consider the grievance and render a decision, with the reasons, to the grievant(s) and the Union in writing. Submission at Step 3 shall be within ten (10) working days after Step 2 response is due or received in writing.

Step 3. - If the grievance has not been resolved at Step 2, it shall be submitted in writing to the Chancellor of the University. The Chancellor or their designee shall meet or arrange to meet with the grievant(s), and/or the Union within ten (10) working days of receipt of such grievance. Following the

Step 3 hearing the Chancellor or their designee shall consider the grievance and have ten (10) days to render a decision in writing to the grievant(s) and the Union. Submission at Step 4 shall be within ten (10) working days after the Step 3 response is due or received.

Step 4. - If the grievance has not been resolved at Step 3, it shall be submitted in writing to the Office of the President of the University. The grievance shall be filed in writing, within ten (10) days after the written decision of the Chancellor or designee is received or due. The President of the University or designee shall render a decision together with the reasons in writing to the grievant(s) and the Union within ten (10) working days of their meeting. Nothing herein shall prevent the President or designee from requesting a meeting to discuss the grievance.

If the grievance has not been resolved at Step 4, the Union may submit only grievances relative to termination, lay off, suspension, or demotion with loss of pay to arbitration within thirty (30) days after the President's response is due or is received.

Mediation

The parties shall meet to determine the process for non-binding mediation. Until such agreement is reached the parties retain any and all rights with respect to this matter.

Step 5. Arbitration

The Arbitration shall be conducted by the American Arbitration Association or the Labor Relations Connection under existing rules or procedures. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision that alters, amends, adds to, or subtracts from the provisions of the Agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Where *Steps 1 through 5* take place during working hours, the Steward and the grievant shall be allowed reasonable time off with pay to attend meetings or conferences as required in said steps.

In a case involving termination or layoff, Steps 1 through 3 shall be omitted and the grievance shall be referred directly to Step 4.

If a decision satisfactory to the Union at any level of the grievance procedure other than arbitration is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the procedure. A resolution of a grievance at Step 1 shall not constitute a precedent.

If the Appointing Authority 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 invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under this Article. However, no deadline shall be binding on the grievant and/or the Union until a required response is given. Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

1. *A copy of this Agreement;*

2. *A copy of the written notice, sent to the Employer/University Administration of the Union's intention to initiate arbitration; and*
3. *A complete copy of the grievance record.*

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

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

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

1. *Consistent with time limits described elsewhere in this Article, the Union may request a hearing before a tripartite panel to consist of one Neutral who should be a trained arbitrator mutually agreeable to the parties, one person designated by the Union, and one person designated by the University administration. The Tripartite session may be held following the conclusion of Step Four. While only the Union may request expedited arbitration, nothing shall prohibit the University administration from suggesting that a particular case might be appropriate for this process.*
2. *The Union's request for a Tripartite hearing shall be sent to the University President or designee which also contains a waiver signed by the grievant which states that the grievant understands the panel's decision is final and binding and that the grievant waives any right to file for arbitration. The University administration shall review the Union's request for a tripartite hearing and shall notify the Union within twenty days whether it agrees to the request.*
3. *Termination cases shall be excluded from consideration under this process.*
4. *Any materials which the parties may wish to submit for consideration by the Tripartite Panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.*
5. *At the hearing, the Union and the University administration may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.*
6. *The Neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The Neutral may not compel a settlement. Both parties shall have present at the hearing a decision-making authority in the event a settlement is proposed.*

7. *The Tripartite Panel shall rule on the grievance by majority vote. Deliberations of the Panel are limited to sixty (60) minutes per case. All decisions of the Tripartite Panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual Panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the University administration the day following the hearing unless otherwise agreed to by the parties.*
8. *Fees charged by the elected Neutral shall be paid equally by the Union and the University administration.*

The Union and Management shall review this process as needed and make any minor modifications deemed necessary.

The parties agree to review the provisions of the Agreement which are currently not subject to the grievance procedure, with the intent to come to mutual agreement on what provisions may be grieved and those which may be subject to the Arbitration process of the collective bargaining agreement.

If any member or members of the bargaining unit shall initiate a complaint in any administrative or judicial forum to include but not limited to the Massachusetts Commission Against Discrimination (MCAD) or Equal Employment Opportunity Commission (EEOC) but excluding the Department of Labor Relations (DLR) and such complaint relates to the matter that is the subject of a grievance in which such member or members is or are the grievant, the grievance shall terminate with respect to that grievant, as of the date of the initiation of such other administrative or judicial proceeding, and the above grievance procedures shall be inapplicable to such grievance.

ARTICLE 8: INFORMATION

The Appointing Authority shall provide the following to the Union:

1. *Current list of Unit employees, their Job Title, and grade levels.*
2. *Notice of new employees, transfers within, into and out of the bargaining unit, and terminations.*
3. *List of vacant positions.*
4. *Notice of new classifications or additional staffing.*
5. *Statements of job classifications and descriptions.*

ARTICLE 9: HOURS

The normal hours of work for full-time employees shall be an average of 37 1/2 hours per week over each year.

A. Compensatory Time

Employees in the bargaining unit shall be granted compensatory time off for work performed on the weekends, or regularly scheduled days-off, and/or holidays.

- a. Exempt employees required to report to campus during a campus closure day resulting from weather (not including partial closures or late openings); receive minimum 3 hours compensatory time, maximum of 7.5 hours;
- b. Use or lose in the increment that it is awarded within 120 days; an employee that timely requests use of leave and is denied such use within 120 days shall have an additional 30 days to use the earned compensatory leave.

B. Alternative Work Schedules

Based on the needs of the department, including, but not limited to, hours of office coverage, adequate supervision, levels of staffing, and health and safety concerns, alternate work schedules may be granted to unit members. Such schedules may include less than twelve-month work years, four-day full-time work weeks or other less than full-time work schedules and summer work schedules. Alternate work schedules shall be requested in writing by the Unit member to their immediate supervisor and the area Dean, Vice Chancellor, or designee, not less than thirty (30) calendar days prior to the requested start of the recommendation. The appropriate Dean or Director, or designee, following consultation with the Human Resources Office, shall respond in writing to the unit member not more than ten days prior to the start of the requested schedule change. No more than two requests for a change in work schedule shall be allowed in any twelve-month period. Such requests shall not be unreasonably denied. The decision may be grieved to Step 3 of the grievance process.

The parties shall create a committee of three members from management and three members from the union, to review and recommend best practices for alternative and flexible work schedule and managing a professional workforce. The Committee shall meet monthly with the first meeting taking place within one month after this bargaining agreement being ratified, until the parties mutually agree to suspend regular meetings. Upon mutual agreement, the committee can be expanded to include other university community members.

C. Non-exempt Eligible Overtime

Unit members classified as non-exempt shall be eligible to receive overtime pay at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty hours in a week. Employees working over their regular scheduled hours but less than forty hours in a week, shall be paid "straight pay".

ARTICLE 10 : SALARIES

a) Over the term of the agreement, the following salary adjustments shall be made:

- i. Effective January 12, 2025, members of the bargaining unit who meet the eligibility criteria for "Successful" performance shall receive a base salary increase of three and one half percent (3.5%).
- ii. Effective July 13, 2025, members of the bargaining unit who meet the eligibility criteria for "Successful" performance shall receive a base salary increase of two and one quarter percent (2.25%).
- iii. Effective January 11, 2026, members of the bargaining unit who meet the eligibility criteria for "Successful" performance shall receive a base salary increase of two and one quarter percent (2.25%).
- iv. Effective July 12, 2026, members of the bargaining unit who meet the eligibility criteria for "Successful" performance shall receive a base salary increase of two and one quarter percent (2.25%).
- v. Effective January 10, 2026, members of the bargaining unit who meet the eligibility criteria for "Successful" performance shall receive a base salary increase of two and one quarter percent (2.25%).

Members of the bargaining unit who have a performance rating of less than "Successful" shall receive the applicable base salary increase if they have not been given a professional development plan (PDP).

For members on a PDP with a performance rating of less than "Successful" and upon a successful completion of the PDP, they shall receive the applicable base salary increase prospectively.

b) To be eligible for any salary adjustment contained above, an employee must be hired by the university prior to October 1 to receive a January increase and hired prior to April 1 to receive a July salary increase and, hired and on the payroll, including any authorized leave of absences, on the effective date of salary increase and either 1) on the payroll during the pay period during which the such salary increase is implemented; or 2) retired, deceased, or laid off after the effective date of the salary increase.

c) The provisions related to merit shall be suspended during the life of the agreement. (Suspended Merit Language: All unit members hired on or before July 1, 2014 and who receive a performance rating of at least Solid Performance shall be eligible to be included in a Merit based salary increase to be administered consistent with agreed upon practice. In advance of the first pay period of January 2017, the parties will meet to discuss implementation of a merit increase including discussion of the categories on the evaluation tool. Absent agreement, the parties shall implement the January 2017 salary increases consistent with the January 2016 process.)

ARTICLE 11: ADDITIONAL COMPENSATION

The parties agree that from time to time it may be appropriate and/or necessary to offer additional compensation beyond that which is provided for by the cost of living or merit provisions of Article 10 SALARIES of the Collective Bargaining Agreement or as a result of a promotion to a new position within the University. It is agreed that such additional compensation will be available for the circumstances as noted below but not exclusively so. It is also agreed that the Union will receive notification when it is contemplated that additional compensation will be provided to a unit member. It is also agreed that the amount or type of additional compensation shall not be grievable under Article 7 of the Collective Bargaining Agreement:

A. No Title Change – Less than one year

Additional compensation for the performance of job duties without a change in title which are to be performed or which were performed for a period of less than one year. Such compensation will be paid in the form of a stipend, the amount of which will be determined by the Chancellor or their designee.

1. *It is agreed that such stipend will not be considered as part of the unit member's base salary and shall not be considered as base salary for purposes of determining future changes in salary, retirement, or other salary based benefits.*

B. No Title Change – More than one year

Additional compensation for the performance of additional job duties without a change in title, related to the unit member's normal duties, and which are to be performed for a period of more than one year. Such compensation will be paid as an increase to the individual's base pay; the amount and type of pay to be determined by the Chancellor or their designee.

C. Work performed outside daily job duties

Unit members are eligible to work for additional compensation on projects, proposals, grants, or contracts provided such work will be performed outside provisions stated in Article 9: section A., and in compliance with any applicable conflict of interest law. Hourly rate will be commensurate with duties and to be agreed upon by the parties involved.

ARTICLE 12: DISCRETIONARY FUNDING / PROFESSIONAL DEVELOPMENT GRANTS

A. The parties recognize and support the on-going need and benefit of individual requests for job related professional development.

Effective July 1, 2025, the University shall provide \$10,000.00 annually to a professional development and discretionary fund. This fund shall be used to supplement professional development opportunities provided to employees by their department and the University and to support initiatives intended to enhance the overall working environment for members of the bargaining unit. Expenses from the fund shall be approved by the President of the Union, or

their designee, and the University's Office of Human Resources. Unused funds in any year shall not roll over into the following year.

The Union President, or designee, and the Appointed Authority for the University shall approve professional development and discretionary funding expenses.

ARTICLE 13: LEAVE

A. Sick Leave

1. Employees shall be entitled to 13 days per year for each full payroll year from date of hire to be used for personal illness; sick leave shall accrue bi-weekly. When the spouse, domestic partner, child or parent of either the employee, their spouse or their domestic partner, or a relative living in the immediate household is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year. Unused sick leave will be accumulated. A full-time employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated sick leave time for that pay period calculated as a portion of the number of hours worked in that pay period.
2. The Appointing Authority agrees to continuation of the Sick Leave Bank to be used by employees who have completed their probationary period in case of catastrophic illness or injury. This Sick Leave Bank is to be administered by the officers of the Professional Administrative Unit. The sick days in the bank shall be contributed by members of the Unit. Employees must donate one (1) day of sick or vacation leave during the annual open enrollment period in order to join or renew their membership in the bank. Employees must use all paid personal and sick leave and have no more than five (5) days of vacation leave before drawing on the Sick Leave Bank. There is a 60 day cap for the use of the sick leave bank. The union will provide an annual accounting of the bank balance.

The University and Union shall meet annually prior to the open enrollment for the purpose of assessing the balance and stability of the Sick Leave Bank. If the University and Union determine that changes to the donation process to the Sick Leave Bank are necessary, such changes shall be mutually agreed upon and instituted prior to the open enrollment period.

3. Each employee who meets the eligibility requirement for retirement as established by MGL Chapter 32, may exercise the option to receive, at the end of the fiscal year, a dollar amount equal to fifty percent (50%) of the value of unused annual sick leave credits to a maximum of one half their annual accrual.
4. Employees who retire shall be paid twenty percent (20%) of the value of their unused sick leave at the time of their retirement. Employees hired after January 1, 2015 who retire shall be paid twenty percent (20%) of the value of unused sick leave credits up to 120 days of accrual balance, i.e. 24 days. It is understood that any such payment will not change the employee's pension benefit. To be eligible employees must notify the Chancellor's

Office at least six months in advance of expected date of retirement. The Chancellor may waive notification for good reason, and if funds are available. Except as provided for in a. l and b. below employees whose service with the Commonwealth is terminated other than by retirement shall not be entitled to any compensation in lieu of accumulated sick leave credits.

- a. Employees who meet the criteria to receive a pension from the Massachusetts State Board of Retirement as determined by M.G.L. Chapter 32, shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with s above, in the event that they become deceased while an employee of the University.
 - b. Employees whose service with the University is terminated due to layoff shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with section 4 above, if they retire from the Commonwealth no later than three (3) years after their layoff from the University.
5. Whenever the Chancellor or their designee has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of five (5) consecutive working days, the Chancellor or their designee may require the employee to present a physician's statement indicating the medical reason for any absence on account of sickness. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the Chancellor or their designee, may, at the discretion of the Chancellor or their designee, result in the absence being treated as absence without pay.
6. The Chancellor, or their designee, may require that an employee wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the Chancellor, or designee, and/or by a physician of the employee's choosing. If the Chancellor, or their designee, requires the employee to be examined by its 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 their regularly assigned duties.

B. Bereavement Leave

Employees shall be granted four successive working days of paid leave in the event of the death of a member of the immediate family (spouse, domestic partner in states where same sex marriage is not legal, parent, parent of domestic partner, mother or father-in-law, brother or brother-in-law, sister or sister-in-law, child, grandparent, grandchild, person in the same household) or other relative who is a member of the household. In addition, a maximum of two (2) consecutive working days shall be available for use by an employee in case of the death of their spouse's/domestic partner's brother, sister, grandparent, great-grandparent or grandchild.

A maximum of one (1) day shall be available for use by an employee in case of the death of the employee's aunt, uncle, niece, or nephew.

C. Family and Medical Leave Act (FMLA) and Maternity/Paternity Leave

The Appointing Authority shall implement the provisions of the FMLA in accordance with the University Board of Trustees Policy (Doc. T93-123) as amended. (see Appendix H)

During family leave taken in conjunction with the birth, adoption, or placement for foster care of a child an employee shall receive their salary for ten (10) days of said leave, immediately following the birth, adoption or placement.

The Appointing Authority shall allow maternity/paternity leave of eight weeks, in accordance with Chapter 149; Section 105D of the Laws of the Commonwealth, to a full-time employee who has completed the probationary period.

D. Civic Duty Leave

Every employee covered by this Agreement who is required to serve on a jury or act 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 or the employee's domicile state shall be granted a leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to such appearance or service and payment therefore, if any, the Appointing Authority shall pay such employee the sum of money which, when added to the amount received by the employee as compensation for appearance, will result in the payment to the employee of their salary for any particular work week. 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 their assigned responsibilities.

E. Military Leave

1. An employee shall be entitled during the time of his or 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 therefore, without loss of their ordinary remuneration as an employee.
2. An employee shall be entitled, during their annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of their ordinary remuneration as an employee under Section 59 of C.33 General Laws as amended.
3. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen 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.
4. 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 their resignation or otherwise terminated their 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 them.

F. **Paid Professional Leave**

Subject to approval by the University Chancellor or their designee, employees may be granted paid leave of absence for educational purposes--to attend conferences, seminars, briefing sessions, or other functions of a similar nature--that are intended to improve or upgrade the employee's skill or professional ability. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied.

G. **Extended Educational Leave**

Members of the bargaining unit shall have the right to apply for an extended educational leave after having completed a period of seven (7) years of such service at the University of Massachusetts Lowell or, if such leave has been previously granted to them, after having completed a period of seven (7) years of such service following the last such leave. Requests for leave shall be submitted in writing at least six months in advance to the Area Vice Chancellor. (The Chancellor may waive this time period for good reason.) The Area Vice Chancellor shall forward it to the Chancellor of the University together with their written recommendations and a statement indicating whether the work of the administrative area in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The applicant shall further set forth in detail a report summarizing the work the unit member intends to perform during the leave and shall further indicate such work is consistent with the principles of educational leave. The application shall also contain a disclosure of all financial compensation, if any, relative to the purpose for which the educational leave is being requested. The Chancellor has sole authority and discretion to grant or deny the request. Whenever the Chancellor shall have declined to grant such leave, they shall transmit their reasons therefore in writing to the unit member whose request for leave has been denied.

1. *Applications for extended educational leave may be made for the following purposes only:*
 - a. for pursuit of an advanced academic degree clearly related to the Unit Member's responsibilities or easily foreseen future responsibilities at the University of Massachusetts Lowell;
 - b. to develop specific, documentable expertise related to a Unit Member's present or easily foreseen future responsibilities at the University of Massachusetts Lowell.
2. The Unit Member shall, prior to the granting of educational leave through the Office of the Chancellor, enter into a written agreement with the University of Massachusetts Lowell Board of Trustees that upon the termination of such leave they will return to the University of Massachusetts Lowell for a period equal to twice the length of such leave and that, in default of completing such service, they will refund the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to them, an amount

equal to such proportion of salary received by the unit member while on leave as the amount of service not actually rendered as agreed to be rendered.

3. Such extended educational leaves will not result in an increased salary cost to the University.
4. Salary payments during such educational leave shall be: one-half (1/2) pay if leave is granted for a full academic year; full pay if leave is granted for one-half an academic year (i.e., an academic semester). Such leaves shall be timed concurrent with the academic semester cycle.
5. The unit member shall within 30 days of return from such leave provide to their Area Vice Chancellor and the Chancellor a report detailing and documenting the accomplishments on said leave relative to the purpose for which the leave was granted. Failure to comply with the terms of an approved leave shall cause the recipient to refund to the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to them, an amount equal to such proportion of salary received by the unit member while on leave as the amount of service not actually rendered as agreed to be rendered.
6. This section, "Extended Educational Leave," is non-grievable.

H. All Purpose Unpaid

Leave Subject to approval by the Chancellor, employees may be granted leaves of absence for a limited period, not to exceed one year, for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied. The employee shall not suffer any loss of benefits or seniority as a result of such leave except as follows:

1. *Employees who continue medical insurance coverage shall pay the entire premium directly, and;*
2. *Retirement, sick leave, seniority, and vacation credit shall not accrue during the term of the leave.*

I. Paid Personal Leave

Effective January 1, 2015, bargaining unit employees shall receive seven (7) personal days one of which shall be designated for use for the day after Thanksgiving. If there are operational reasons that necessitate keeping an office open or some offices partially open, and a member is required to work, this member will be able to use this personal day on an alternate day agreed upon with their supervisor before the end of that calendar year.⁴

⁴ These provisions are only valid for the period July 1, 2014 through June 30, 2017, and revert to provisions existing in the June 30, 2014 contract, unless expressly agreed to continue in writing between the parties.

Paid personal leave days must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member and approved by the supervisor. Any paid personal leave not taken by the last payroll date of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per calendar year. Personal leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of one half hour and may be used in conjunction with vacation leave. Full time bargaining unit members hired into the bargaining unit on or after the first full payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u><i>Date of Hire into</i></u>	<u><i>Unit Personal Leave Days Credited</i></u>
January 1 to March 31	7
April 1 through June 30	6
July 1 through September 30	5
October 1 through December 31	4

ARTICLE 14 : VACATIONS

A. Leave Accrued

1. *Beginning at the end of the first 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:*

<i>Length of continuous full-time "creditable service" as of the end of each applicable month:</i>	<i>Vacation Leave Accrued:</i>
<i>Less than ninety-six (96) months (8 years) in service of the Commonwealth;</i>	<i>1 ²/₃ days per month (total of 20 days per year)</i>
<i>Ninety-six months (96), but less than one hundred ninety- two months (16 years) in service of the Commonwealth;</i>	<i>1 ⁵/₆ days per month (total of 22 days per year)</i>
<i>One hundred ninety-two (192) months, but less than three hundred (300) months (25 years) in service of the Commonwealth;</i>	<i>2 ¹/₁₂ days per month (total of 25 days per year)</i>
<i>Three hundred (300) months (25 years) or more in service of the Commonwealth as of July 2014.</i>	<i>2 ¹/₂ days per month (total of 30 days per year).</i>

Except in cases of emergency, vacation leave must be requested in advance.

2. 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 at the University of Massachusetts Lowell 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 J of this Article. In computing an employee's vacation status, all "creditable service" from the first working day of the first full month at the University of Massachusetts Lowell up to the end of each full payroll 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 they had at the termination of the predecessor Agreement.
3. For the purpose of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer. Notwithstanding the foregoing provisions of this paragraph, employees hired by the University prior to July 1, 1977 who had prior service in Massachusetts towns, cities, counties, or districts shall continue to receive credit for such service for purpose of determining their service of the Commonwealth.

B. Creditable Service

Unit members hired between 07/01/68 and 12/31/74 shall, upon completion of one hundred twenty (120) months of full-time creditable service as defined in Section A 1, A 2, and A 3, of this Article, accrue vacation leave at the rate of 2 1/12 days per full payroll month of employment until they have completed three hundred (300) months of creditable service at which time they shall accrue vacation leave at the rate of 2 1/2 days per full payroll month of employment. In all other respects such employees shall be subject to the provisions of this Article.

C. Bi-weekly Credit

Vacation leave shall accrue bi-weekly and 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.

D. Without Pay or Absent Without Pay

An employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated vacation leave time for that pay period calculated as a portion of the number of work days in that pay period that were worked.

E. Reinstatement

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

F. Appointing Authority

The Appointing Authority shall grant vacation leave within twelve (12) months after it is credited, unless in the Appointing Authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies. No Unit Member shall carry more than sixty-four (64) days of vacation leave credit.

Effective January 1, 2026, no bargaining unit member shall carry more than fifty-five (55) days (i.e. 412.5 hours) of vacation leave credit.

Effective January 1, 2027, no bargaining unit member shall carry more than forty-six (46) days (i.e. 345 hours) of vacation credit leave.

Retirement eligible bargaining unit members who notify the University in writing of their intent to retire before September 1, 2025, with a retirement date no later than June 30, 2027, shall continue to carry up to sixty-four (64) days of vacation leave credit through their identified retirement date.

Any employee who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), 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 leave would be lost if not taken. Effective June 30, 2027, employees hired after January 1, 2015, with unused vacation leave shall no longer have such leave converted into sick leave and employees hired prior to January 1, 2015 shall have fifty percent (50%) of their unused vacation leave converted into sick leave.

G. Absences

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement may be charged, unless otherwise notified by the employee, to personal leave and then vacation leave, if any.

H. Death of an Employee

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 their separation from the payroll, provided that no monetary or other allowance had already been made therefore.

I. Accrual Prior to Termination

An employee who is eligible for vacation under this agreement, 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, provided that no monetary or other allowances had already been made therefore.

J. Reinstated or Reemployed after Termination

An employee who is reinstated or reemployed shall be entitled to their vacation status at the termination of their 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 Appointing Authority is secured for any of the following reasons:

1. *Illness of the employee;*
2. *Dismissal through no fault or delinquency attributable solely to the employee; or*
3. *Injury while in the service of the Commonwealth in the line of an employee's duties and for which the employee would be entitled to receive Worker's Compensation benefits.*

K. Leave Status

Vacation leave shall accrue to an employee while on a Leave with Pay status or on Industrial Accident Leave.

L. Return to Duty After Leave

Vacation leave accrued following a return to duty after Leave without Pay or Absence without Pay shall not be applied against such leave of absence.

M. Industrial Accident Leave

An employee who is on Industrial Accident Leave, who has available unused vacation leave, and who because of the provisions of Section F 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.

ARTICLE 15: HOLIDAYS

The following shall be holidays for employees:

<i>New Year's Day</i>	<i>Memorial Day</i>	<i>Columbus Day</i>
<i>Martin Luther King Day</i>	<i>Juneteenth National Independence Day</i>	<i>Veterans Day</i>
<i>Washington's Birthday</i>	<i>Independence Day</i>	<i>Thanksgiving Day</i>
<i>Patriot's Day</i>	<i>Labor Day</i>	<i>Christmas Day</i>

An employee required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason than he or she shall be entitled to pay for one (1) day at their regular rate of pay in addition to pay for the holiday worked.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the provisions of this Article.

ARTICLE 16: GROUP HEALTH INSURANCE CONTRIBUTIONS

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and their dependents under the Plan.

ARTICLE 17: HEALTH AND WELFARE

A. Continuation of Trust Agreement

The parties agree to continue a Health and Welfare Fund under an Agreement and Declaration of Trust executed by the Union(s) and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of equal representation of the Employer and the Union(s).

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 the first pay period in January 2017, the University agrees to contribute on behalf of each full-time equivalent unit member the sum of sixteen dollars and fifty cents (\$16.50) per calendar week to the appropriate Health & Welfare Fund.

The University shall provide the following additional one-time funding to the Health and Welfare Fund:

Year 2020	\$0
Year 2021	\$0
Year 2022	\$5,000

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. Non-Grievability

No dispute over a claim for any benefits extended by Health and Welfare Fund(s) shall be subject to the grievance procedure.

D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of

liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund(s). The Employer's liability shall be limited to the contributions indicated under Section B.

ARTICLE 18: PROMOTION AND FILLING OF VACANCIES

Openings in the bargaining unit within the University of Massachusetts Lowell shall be posted electronically for ten working days.

All vacant bargaining unit positions shall be posted, except as specified below. A position shall not be deemed vacant, and therefore shall not be posted, if:

1. *It is currently occupied by a bargaining unit member;*
2. *The changes in duties and responsibilities are ones that have come about as the result of the job evolving; and*
3. *There is no net increase in the number of positions as a result of that evolution*
4. *Union officers must be notified prior to implementation of promotions.*

In order to encourage opportunities for personal and professional growth, the parties agree that all bargaining unit members who submit application for any vacancies in the bargaining unit in the manner prescribed by the posting notice, and who meet the minimum qualifications for such position shall be granted an opportunity for a personal interview.

Where applicants possess substantially equal qualifications; the Appointing Authority shall give preference to current employees according to their seniority. This provision shall not be construed to impede the implementation of Affirmative Action programs developed by the University in accordance with Article V.

ARTICLE 19: CONTRACTING OUT

Prior to the Employer/University Administration contracting out bargaining unit work, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services.

ARTICLE 20: DISCIPLINE, DISCHARGE, AND LAY-OFF

Section A: Discipline and Discharge:

During the first year of service at the University, an employee may be terminated, disciplined, or laid off without recourse to arbitration.

Oral and written warnings, suspensions, demotions and termination shall be for just cause.

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

In the event of discharge of an employee, the university shall notify the Union within two (2) working days of such action being taken.

The Union shall receive concurrent notice of all disciplinary charges, hearings, and decisions.

Section B: Layoff

1. Functional Divisions for Seniority

Unit seniority within the Professional Administrative Unit for purposes of layoff will be based upon the employee's title and functional division (e.g. Admissions, Academic Services, Athletics, Colleges, Graduate Professional Studies, Information Technology, Student Affairs, etc.)

2. Layoff Notices and Consultations

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

When it is determined by the Appointing Authority that layoffs are necessary, the following factors (layoff standards) will be used in determining which employees will be laid off first in each seniority unit:

- a. Performance by the employee.
- b. Level of responsibility of the employee.
- c. Seniority of the employee.
- d. Possession of special expertise or technical skills which makes it necessary to retain the employee.

Notice Period: The university shall provide the union five (5) business days advanced notice prior to providing notice of a layoff to any employee. Following the five-day notice period, the university shall provide ninety (90) calendar days' written notice to employee(s) of the layoff decision. In extreme financial circumstances, the university may provide thirty (30) calendar days' written notice rather than the ninety (90) calendar days' notice above. The union shall receive a copy of the layoff notification.

For layoffs resulting from extreme financial circumstances, laid off employees may elect to receive payment of up to the equivalent of three (3) weeks' pay in lieu of notice from the thirty (30) calendar days' notification period.

Union Notice: The five-day advance notice to the union shall include the name(s) of the employee(s) to be laid off, the reasons for the layoff(s), the area(s) affected by the layoff(s), and the effective date of the layoff.

Employee Notice: The ninety (90) or thirty (30) day layoff notice to the employee(s) shall be in writing and shall state the date of layoff and either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state the reason for the layoff and that the layoff is not related to the bargaining unit member's performance.

Consultation Period: During the applicable notice period (i.e. 90 day or 30 day period), if so requested, the university will provide a minimum of twenty (20) business days, with extensions possible by mutual agreement, for consultation with the Union unless the university's determination of the need for a layoff is due to a condition beyond the control of the university. During this period, if it so requests, the union, with a committee no larger than three members, is entitled to meet with the university to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the union's request, the university will supply available statistical and financial data relevant to the layoffs.

In the event that bargaining unit employees are to be displaced or otherwise adversely affected by redesign, reorganization, or retrenchment initiatives, the parties agree to meet and discuss options available to such employees and/or their departments, including but not limited to early retirement incentives, part-time work schedules, severance benefits, and outplacement support services. Outplacement support services shall include: workshops on stress management provided through the EAP, identifying career alternatives, and building job search skills; job and career advising; and information on benefits. The university will identify such redesign, reorganization, or retrenchment initiatives as soon as possible and will make reasonable efforts to allow advance notice of displacement and/or layoff.

If the university determines after the above consultation period that a layoff is still necessary, the university may proceed with the layoffs.

Bargaining unit members who have been laid off shall have the right to meet with Human Resources and their Union steward to discuss concerns and or questions they may have over the lay-off and their rights and benefits available to them.

Grievances involving termination or layoffs shall be filed directly to Step 3 of the Article 7 Grievance procedure.

Section C: Recall Rights

1. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows.
2. Bargaining unit members who are laid off shall have recall rights to the campus for a period of two (2) years from their date of layoff. They shall have recall rights to:
 - a. their former position, if re-established, or if it becomes vacant and available;

- b. to a vacant and available position, the most significant portion of which has been reconstituted or restructured from their former position if qualified;
 - c. apply for a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.
- 3. A bargaining unit member who applies during their recall period for a bargaining unit position which has been posted for filling shall be regarded as an internal applicant.
- 4. A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and eligibility for benefits that the bargaining unit member enjoyed as of the date of their termination to the extent allowable by law.
- 5. If, while any employees are on layoff status for a period of up to two years, openings occur within the unit, these employees will be recalled using the standards set forth above (layoff standards) before other employees are hired or transferred.

Section D: Miscellaneous

In implementing this Article, the Appointing Authority shall give due consideration to the need to retain the integrity and continuity of the University's Affirmative Action Program and the need to implement an Affirmative Action policy as required by federal and state laws, regulations, guidelines, and policies.

Grievances pertaining to Articles 4, Union Security, 8 Leave, and 14 Vacations may be processed in accordance with Article 7 Grievance and Arbitration.

ARTICLE 21: EXPENSES

Employees authorized to travel in connection with their duties as a University of Massachusetts employee, shall be reimbursed for costs in accordance with the Board of Trustees Policy, Document T92-031 (Appendix B), and as may be amended from time to time. A copy of this document shall be attached as an appendix to this agreement (Appendix I)

ARTICLE 22: TUITION REMISSION

See Appendix B for policy that is effective

A. For Course Work During Regular Working Hours

Unit Member may take only one course per semester at the University of Massachusetts Lowell and none elsewhere during their regularly scheduled working hours. The course must relate to a job function or must be part of a degree program that relates to job function. Any course can be taken, subject to the established pre-requisites, with priority given to full-time students. Supervisory approval is required, through the level of the area Vice Chancellor. The employee will write a memorandum to their area Vice Chancellor, through their immediate supervisor requesting approval. The Vice Chancellor will send a copy of the letter, if approved, to the Office

of Personnel and to the Unit Member. The Unit Member should include a copy of the approval letter and the University of Massachusetts Lowell Tuition Remission Request form (see Appendix B) with the tuition bill, and return it to the appropriate University Office.

The Unit Member must make up any time lost from the regular job performance through participation in a course. This policy shall apply to all graduate and undergraduate courses in both day school and continuing education.

B. Courses Taken Outside Regular Working Hours

1. There is no limitation on the number of courses taken.
2. Tuition remission at other institutions of public higher education in the Commonwealth is governed by guidelines established by the Higher Education Coordinating Council (formerly, the Board of Regents).

ARTICLE 23: MISCELLANEOUS

- A.** All provisions of this Agreement shall be binding on the Employer and its successors and assigns insofar as may be permitted by law.
- B.** Effective on the ratification date of this contract, faculty members shall not be assigned to perform work ordinarily performed by members of this unit for a period of longer than six months.
- C.** The University agrees to provide working conditions that meet health and safety standards provided for in applicable state statutes. When a condition is found not to meet such standards, the University agrees to remedy such conditions as soon as reasonably possible; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront the unit member with an imminent safety and/or health danger."
- D.** Proper parking facilities shall be available to employees covered by this agreement. The employer shall endeavor to maintain adequate lighting in all of said parking areas.

The annual fee for all bargaining unit members parking in designated University parking lots shall be:

September 1, 2019: \$400.00 (reinstated effective September 1, 2022)

September 1, 2025: \$450.00

The University shall promulgate a form and process which shall require individuals to authorize either a monthly or annual payment. Monthly payments shall be made on a pre-tax basis and be deducted directly from the member's pay check. Annual payments shall be made by check.

For the life of this agreement increases in the parking fee shall not be raised by more than the percentage increase in salary received by the bargaining unit that fiscal year, except as agree upon.

Employees have the option of not paying the above parking fee but those employees who choose to not pay the parking fee will be prohibited from parking in on campus parking lots.

- E. A member of the unit shall be included on any University committee that directly affects the Professional Administrative Unit where in the opinion of the Chancellor such representation is appropriate.
- F. Qualified employees in the Professional Administrative Unit shall be eligible to teach in the Continuing Education Division of the University of Massachusetts Lowell.
- G. Employees shall have access to their professional file upon reasonable notice to the Human Resource Office. A bargaining unit member shall have the right to inspect their personnel file during regular business hours upon advance request, and shall have the right to copy materials at their expense. The Union shall have access to inspect a bargaining unit member's personnel file, and to copy materials at Union expense, during regular business hours upon advance request and upon prior written authorization of such bargaining unit member. The file shall be inspected by the bargaining unit member or the Union in the presence of a Human Resources representative.

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

The university will consider request for removal of disciplinary letters after 5 years, providing no subsequent disciplinary action. Such requests shall not be unreasonably denied.

- H. Evaluations shall be performed by Unit Member supervisors in accordance with Appendix F.
- I. No Unit Member shall hold a position in an "Acting" capacity longer than one year.

ARTICLE 24: NO STRIKE/NO LOCKOUT

During the term of this Agreement the Professional Administrative Unit, its officers and representatives, shall not authorize, condone, encourage, or engage in a strike, work stoppage, or slowdown. The Employer agrees that there will not be lockouts during the term of this Agreement.

ARTICLE 25: SAVING 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 Commonwealth 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 Board of Trustees of the University and may be submitted by the Union to expedited arbitration.

ARTICLE 26: MANAGEMENT RIGHTS

The Union agrees that, subject to the terms of this Agreement, the management of the University's activities and the direction of the staff, including but not limited to the establishment of reasonable working rules and reasonable work schedules, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, and to discipline or discharge employees for just cause, are vested exclusively in the Employer when not in conflict with other provisions of the Agreement.

ARTICLE 27: JOINT LABOR/MANAGEMENT COMMITTEE

There shall be a joint labor/management committee comprised of two (2) representatives from management and two (2) representatives from the Union. The committee shall meet quarterly, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement.

As soon as possible after ratification of this contract the Joint Labor/Management Committee shall meet to discuss and review: Health and Safety concerns, Appendix F Evaluation of Unit Members to include supervisor evaluations, Merit Award Program, and IT on-call.

ARTICLE 28: COPE

The employer shall deduct and transmit to the Service Employees International Union Local 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPE check-off authorization card.

ARTICLE 29: DURATION

This Agreement shall be for a three (3) year period from July 1, 2024 to June 30, 2027 and terms contained herein shall become effective upon ratification of this agreement unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2027.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Signature Page

For Service Employees International Union, Local 888 (SEIU): For the University of Massachusetts:

DocuSigned by:

Justin J. Lawler

Justin Lawler, Chief Spokesperson Date
8/20/2025 | 12:19 EDT

DocuSigned by:

Adam Dunbar

Adam Dunbar, Bargaining Team Member Date
8/20/2025 | 15:10 EDT

DocuSigned by:

Maureen Medeiros

Maureen Medeiros, Local SEIU 888 Date
8/27/2025 | 10:59 EDT

DocuSigned by:

Michael Bliss

Michael Bliss, Bargaining Team Member Date
8/27/2025 | 12:21 EDT

DocuSigned by:

Amy Liss

Amy Liss, Bargaining Team Member Date
8/27/2025 | 12:48 EDT

Signed by:

David Solomon

David Solomon, Bargaining Team Member Date
9/19/2025 | 16:41 EDT

DocuSigned by:

William Storella

William Storella, Senior Director, Labor Relations Date
8/27/2025 | 12:53 EDT

DocuSigned by:

Kerry Donohoe

Kerry Donohoe, Dean, Academic Services Date
8/27/2025 | 12:58 EDT

DocuSigned by:

Karyn Puleo

Karyn Puleo, Executive Director, Facilities Mgmt Date
8/27/2025 | 15:16 EDT

DocuSigned by:

Brenda Evans

Brenda Evans, Dean, Student Affairs & Wellness Date
8/27/2025 | 15:55 EDT

DocuSigned by:

James Kohl

James Kohl, Dean, Student Affairs & Exp Learning Date
8/27/2025 | 16:17 EDT

DocuSigned by:

Thomas Miliano

Thomas Miliano, Assoc Vice Chancellor, Admin Serv Date
8/27/2025 | 16:57 EDT

DocuSigned by:

John Dunlap

John Dunlap, Chief Human Resources Officer Date
9/10/2025 | 6:44:09 PM

DocuSigned by:

Martin T. Meehan

Martin Meehan, President Date
9/17/2025 | 4:52:29 PM EDT

APPENDIX A-1: SALARY SCHEDULES

The Salary Schedules are to be determined in accordance with:
ARTICLE 10: SALARIES (A-1, A-2, A-3, A-4, A-5, A-6 and A-7) and
ARTICLE 11: ADDITIONAL COMPENSATION (1, 1-A, 2 and 3)

APPENDIX B: TUITION REMISSION

Parties adopt by reference the attached Administrative Standards, Faculty and Staff Tuition Discounts (T96-129) ("Standards"). Current benefits shall prevail over any conflict between the Standards and current practice. Maintain Continuing Education benefits.

ADMINISTRATIVE STANDARDS FACULTY AND STAFF TUITION DISCOUNTS⁵ (UMASS SYSTEM) (Doc. T96-129)

I. Introduction.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the *Policy on Tuition Waivers*¹ (T96-129) and codifies and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. *See*, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. *See*, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. Definitions.

(I) ***Dependent Child*** refers to a child of a University Employee or his or her Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

¹ The *Policy on Tuition Waivers* refers to discounts as "waivers." However, M.G.L. c. 75, § 1B, refers to discounts as "Student Tuition Credits."

- (2) **Continuing Education** refers to self-supporting, non-state-funded courses and programs as defined by a campus.
- (3) **Deceased University Employee** refers to a person who died while a University Employee.
- (4) **Part-time** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time). However, 43-week employees are considered full-time.
- (5) **Retired University Employee** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.
- (6) **Spouse** refers to an individual married to a University Employee.
- (7) **Student Charge** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; *provided that*, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. *See*, M.G.L. c.75, § 1B.
- (8) **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (a).
- (9) **University Employee** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

III. General Provisions

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

- A. The Student Tuition Credits described in these Standards apply to all courses and program offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, programs and the J.D. program at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.
- B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition

Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.

- C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.
- D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
- E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
- F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (e.g. the John and Abigail Adams Scholarship).
- G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; *provided that*, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation or personal leave or, if necessary, arrange with his or her supervisor to make up any lost work time.

IV. Student Tuition Credits

A. University Employees

1. Current/Active University Employees

- a. Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.
- b. Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.

2. Retired University Employees

A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one

(1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.

2. Undergraduate Courses or Programs

a. Current/Active University Employees with two (2) or more years of Full-time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition in a covered undergraduate course or program.

b. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees

A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee's death.

D. Spouses and Dependent Children of Retired University Employees

A Spouse or Dependent Child of a Retired University Employee who has begun a program of study prior to the official retirement date is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for the remainder of their program of study, provided that the program of study is continuous.

E. Spouses and Dependent Children of Terminated University Employees

A Spouse or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child, of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDITS

Current/Active University Employees¹	
Graduate Courses or Programs	100%
Undergraduate Courses of Programs	100%
Retired University Employees²	100%
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses of Programs	
University Employee w/ 2+ FTE Years of Service	60%
University Employee w/ < 2 FTE Years of Service	15%
Spouses and Dependent Children of Retired University Employees³	60%
Spouses and Dependent Children of Deceased University Employees⁴	60%

¹Part-time University Employees are eligible for up to seven (7) credits per semester.

²One (1) program of study.

³One (1) program of study; undergraduate only

⁴With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

A. Fee Waiver Policy For Continuing Education Applicability

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

1. *For enrollment at UMass Lowell continuing education waiver is 100% for unit members and 50% for spouses and dependents.*
2. *Tuition remission shall apply to non-credit as well as credit bearing courses.*
3. *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.*

**University of Massachusetts Lowell
Tuition Credit/Benefit Form**

Employee Information – Please Print

Employee Name: _____ Employee Payroll ID#: _____
 Title: _____ Department: _____
 Collective Bargaining Unit* (Union): _____ **If none, indicate non-unit*
 Email address: _____ Phone # (Work or Cell) _____

Student Information – Please Print

Student Name: _____ Student ID# _____
☐ Employee ☐ Spouse ☐ Dependent/Date of Birth _____
 Community College, State College or University Campus Attending: _____
☐ Fall Semester / Year _____ ☐ Spring Semester / Year _____
☐ Winter Session / Year _____ ☐ Summer Session / Year _____
 Level of Course Work: ☐ Undergraduate ☐ Graduate Continuing Education Yes _____ No _____

Department	Course Title	Course #	# of Credits	Day/Time
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Employee Signature: _____ **Date:** _____

Release Time Approval, If Requested
(Answer Only If Employee is the Student)

Please describe the release time needed:

Certain job-related education provided to an employee may qualify for exclusion as a working condition benefit:

- 1) The education is required by the University or by law for the employee to keep his/her present salary, status, or job. (OR)
- 2) The education maintains or improves skills needed in the job.

Signature required if applicable in order to exclude tax for employees enrolled in graduate level courses exceeding \$5,250 per calendar year.

Department Head Signature _____ Date _____

Department Head Signature _____ Date _____

Human Resources Use Only

☐ Full-Time Benefited ☐ Part-Time Benefited _____% ☐ Adjunct Date of Hire _____
 (Benefited)

Full-Time Benefited Service: ☐ Under 6 Months ☐ 6 Months – 2 Years ☐ Over 2 Years

Is this tuition benefit taxable? Yes _____ No _____ Taxability is determined by IRS regulations.

Approved By:

 Human Resource Designee (must have stamp) Date

APPENDIX C: PAYROLL SYSTEMS

A. Administrative Computing and Payroll Systems

The parties acknowledge that the University's right to implement new administrative computing and payroll systems pursuant to Article 25. In order to ensure an orderly, fair, and effective implementation of any new systems, the University and the Union will establish a Special Labor-management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss and bargain over the impact of new computing and payroll systems including, a bi-weekly payroll cycle and any similar impacts.

B. Direct Deposit

All employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

APPENDIX D: COST ITEMS

- A. The cost items contained in this Agreement including Article 10, Article 11, and Article 16 shall not become effective unless appropriations 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 dates provided in this Agreement.
- B. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of TURI or Trust Fund unit members, support funds must be available in the specific trust fund budget for the fiscal year in which payment must be made.
- C. Unit Members holding positions historically paid from the TURI or a Trust Fund shall continue to receive salary and fringe benefits solely from this funding source.
- D. For Unit Members paid from Trust Funds, the payments stipulated as being made by the Commonwealth in Article 16 (Group Health Insurance Contributions) will instead be paid by the appropriate Trust Fund.
- E. Monies generated by the operations of the Continuing Education Trust Fund, which has its own general and subsidiary ledgers, its own budget, and its own fiscal year, cannot be utilized for any purpose other than that specified by the Board of Trustees, and shall not be utilized to pay salaries or fringe benefits of Unit Members holding positions for which funding is appropriated by the Legislature; and vice versa, funds appropriated by the Legislature shall not be utilized to pay salaries or fringe benefits of persons holding positions for which the funds are generated by the Continuing Education Trust Fund.
- F. The Board of Trustees shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the funding requested by the above section is not provided, the cost items shall be returned to the parties for further bargaining.

APPENDIX E: TRUST FUNDS

A. Continuing Education

1. *Seniority for Unit Members paid from the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the unit January 10, 1984, shall be that date; except for circumstances when comparison of two or more of said Continuing Education employees is required, then the date of hire into Continuing Education at the University of Massachusetts Lowell (or its predecessors) shall govern the seniority date.*
2. *Relative to the calculation of their years of "creditable service" for purposes of establishing their vacation status, for persons paid from the University of Massachusetts Lowell Continuing Education Trust Fund, "creditable service" earned in Continuing Education, University of Massachusetts Lowell (or its predecessor institutions) or while in "service to the Commonwealth" as defined in Article 14, Section A-3 (Vacations), shall be included.*
3. *Unit Members promoted into Continuing Education after January 10, 1984 shall retain:*
 - a. *their "creditable service" for vacation,*
 - b. *their seniority for purpose of promotion or layoff, and*
 - c. *their benefits as stipulated for Continuing Education Trust Fund Unit Members specified in this Agreement.*

B. Athletics

1. *Seniority for Unit Members paid by the Athletic Fee Trust Funds through the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the Unit shall be the date of accretion, June 30, 1985, except for circumstances when comparison of two or more of said employees is required, then the date of hire into the said Trust Fund at the University of Massachusetts Lowell (of its predecessors) shall govern the seniority.*
2. *Relative to the calculation of years of "creditable service" for purposes of establishing their vacation status for persons paid through the University of Lowell Continuing Education Trust Fund, "creditable service" earned while employed by said Trust Fund, University of Massachusetts Lowell (or its predecessor institutions), or while in "service to the Commonwealth" as defined in Article 14, Section 3, "Vacations", shall be included.*
3. *Unit Members promoted into said Trust Fund after the accretion date shall retain:*
 - a. *their "creditable service" for vacation,*
 - b. *their seniority for the purpose of promotion or layoff, and*
 - c. *their benefits as stipulated for said Trust Fund employees specified in this Agreement.*

APPENDIX F: EVALUATION OF UNIT MEMBERS

A. Purposes of Evaluation of Unit Members

The parties recognize that the overall aim of the evaluations of Unit Members is the continual maintenance and improvement of the quality of service throughout the University. To this end the evaluations should serve the following particular purposes:

1. *To help individual Unit Members improve their performance;*
2. *To assist in making decisions regarding the employment status of Unit Members, and;*
3. *To increase the effectiveness and efficiency of Unit Members acting as members of a team responsible for the delivery of educational services.*

B. Evaluation Assessments

The evaluation procedures set forth in this Agreement are therefore designed to provide the following:

1. *A means of assessing individual performance and achievements in assigned roles;*
2. *A means of assessing activities leading to self-improvement and continuous performance growth;*
3. *A means of assessing performance in areas such as communications and leadership, and in general management skills such as planning, budgeting, decision-making, interpersonal relations, conflict resolution, and problem-solving, which may be pertinent to their job and;*
4. *A means of assessing performance and growth of Unit Members in relation to their role-specific area, to their fellow employees in related areas, to their fellow employees in other areas within the University, and to their overall contribution to the maintenance and development of the University's programs and operations.*

C. Criteria for Evaluation

Every Unit Member shall be evaluated at least annually on the basis of the following criteria:

1. *Effectiveness in carrying out those responsibilities assigned by their supervisor; and*
2. *Effectiveness in such job related functions as:*
 - a. *Communications ;*
 - b. *Decision-making ;*
 - c. *Planning and goal completion;*
 - d. *Operations and action;*
 - e. *Problem-solving and conflict resolution;*
 - f. *Human, inter-personal, and public relations;*
 - g. *Demonstrated commitment to the principles of Equal Opportunity and Affirmative Action;*
 - h. *Delegation of responsibilities, and*
 - i. *Technical expertise; and*

3. *The kind and quality of the Unit Member's efforts to maintain and augment their knowledge and skills in the professional field in which they are employed and assigned, which are to include specifically such of the following as may be applicable:*
 - a. *Advanced study and/or professional development activities;*
 - b. *Activities demonstrating professional leadership;*
 - c. *Development and communication of information and/or studies, including the dissemination of writings, reports, papers, conference presentations, and the like;*
 - d. *Participation in conferences, seminars, workshops, and similar professional gatherings; and*
 - e. *Such other information pertinent to the Unit Member's professional growth and development; and*
4. *Such other activities as may be pertinent to the Unit Member's contribution to the University community.*

D. Materials to be Utilized in the Conduct of Evaluations

To the extent that each is available at the time when an evaluation is conducted, the following materials shall be utilized in the conduct of the evaluation of each Unit Member:

1. *The supervisory Evaluation Form completed in accordance with the provisions of this Appendix;*
2. *Any materials or statements submitted by the Unit Member in accordance with the provisions of this Appendix; and*
3. *Materials contained in the Unit Member's official personnel file.*

E. Evaluation Procedures

1. Self-Evaluation

- a. *The Unit Member may submit to their area supervisor any additional written information and material that they deem relevant to the conduct of the evaluation.*
- b. *If it is to be utilized, this material shall be submitted within fifteen calendar days prior to the deadline date established by the Vice Chancellor for Administration and Finance for the evaluation schedule.*

2. Evaluation by Area Supervisor

- a. *Each Unit Member's performance shall be evaluated at least annually by their area supervisor, this evaluation to be set forth in writing by the supervisor using the evaluation form as provided by the Human Resources Office.*
- b. *The area supervisor shall conduct the scheduled evaluation of their respective Unit Members on the basis of the evaluation criteria set forth in Section C of this Appendix. The evaluation information to be considered by the area supervisor shall include the materials, if any, submitted by the Unit Member.*
- c. *Within two weeks following the end of the time period scheduled for evaluation, the Unit Member shall be contacted by their supervisor to discuss the evaluation. After discussion, the supervisor and Unit Member will sign the evaluation and a written copy of their evaluation will be provided to the Unit Member. Within three (3) working days after receipt of the signed*

evaluation the Unit Member may submit a written response to the evaluation made by his or her supervisor.

3. Review by the Area Vice Chancellor

The annual evaluation of every Unit Member conducted by their supervisor shall be reviewed by the area Vice Chancellor. The area Vice Chancellor shall then record on the Evaluation Form completed by the area supervisor any such recommendations and comments as are deemed appropriate by the area Vice Chancellor. Each Unit Member so evaluated shall receive a written copy of their area Vice Chancellor's comments and recommendation. Upon written request submitted to the area Vice Chancellor, the Unit Member shall, within seven (7) days after such receipt, be entitled to meet with the area Vice Chancellor to discuss their evaluation. Within three (3) working days after any such meeting, the Unit Member may submit a written response to the evaluation made by the area Vice Chancellor. Thereafter, the area Vice Chancellor's evaluation together with all materials taken into consideration in its preparation, and any written response thereto, shall be forwarded to the Human Resources Office and become part of the employee's permanent personnel file.

F. Time Schedules

The annual evaluations of all Unit Members shall be completed in accordance with a schedule established annually by the Vice Chancellor for Administration and Finance. The Parties agree that the establishment of any such schedule or schedules shall nevertheless permit frequent periodic evaluation meetings between an area supervisor and/or an area Vice Chancellor on the one hand and a Unit Member on the other, especially one who is in their first year of employment. Therefore, the Vice Chancellor for Administration and Finance shall attempt to phase the first annual evaluation of a newly employed Unit Member into the more general evaluation schedule in such fashion as to permit one or more periodic evaluation meetings to take place as previously indicated prior to the conduct of such Unit Member's first annual evaluation, according to the previous sections. Nothing in the foregoing provisions shall restrict the right of the Chancellor to require, in the case of any particular Unit Member, that an evaluation be conducted sooner or more frequently than is otherwise provided. Written notice of such time schedules shall be provided by the Vice Chancellor for Administration and Finance to all supervisors of Unit Members, to all area Vice Chancellors, and to the Union President. Notice to the Union President shall be deemed to be notice to all Unit Members. In the event that any member of the bargaining unit shall have failed to comply with any time schedule affecting the conduct of any evaluation, the Chancellor or designee may in their discretion, after reviewing the materials, if any, which have been prepared or submitted pursuant to the conduct of such evaluation, make such recommendations or take such action as they deem to be required in respect thereof, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

APPENDIX G: POSITION CLASSIFICATION REVIEW COMMITTEE

The parties mutually agree to establish a committee comprised of Unit and Non-Unit Professional Staff, whose charge will be to make a recommendation for the selection of a standardized position classification system.

APPENDIX H: FMLA

Doc. T93-123
Passed by the BoT
November 10, 1993
Revised 2/6/94

FAMILY LEAVE POLICY

A. Applicability

This policy shall apply to all eligible non-unit employees of the University of Massachusetts.

B. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), employees of the University are entitled to up to 12 weeks of unpaid leave during any calendar year.

Leave may be granted for any of the following reasons:

1. *the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;*
2. *the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;*
3. *the care of an employee's spouse, child, or parent with a serious health condition; or*
4. *the employee's own serious health condition that makes the employee unable to perform the essential functions of the position.*

Leaves covered by this policy will be referred to as "FMLA" leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in University records, even if the employee does not specifically identify it as FMLA leave.

C. Eligibility

To be eligible, employees must have been employed by the University for at least 12 months and have worked at least 1250 hours during the 12-month period immediately preceding the commencement of the leave.

D. Duration

FMLA leave may last for a total of up to 12 weeks during any calendar year. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of 12 weeks during the calendar year. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only by prior arrangement with the University.

An employee and spouse both working for the University who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

E. Covered Health Conditions

In accordance with the FMLA, a "serious health condition" means one of the following conditions affecting the employee or the employee's child, spouse, or parent:

1. *an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical-care facility;*
2. *any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor, dentist, clinical psychologist);*
3. *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 3 calendar days; or*
4. *prenatal care.*

F. Leave Arrangements

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

In instances where leave is foreseeable, employees must provide 30 calendar days advance notice of the leave request. In cases of planned medical treatment, the employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Where the leave is for the serious medical condition of the employee or the employee's spouse, child, or parent, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Department and will be filled in by the employee's health care provider. In certain instances, a second or third medical certification may be required at the University's expense. An employee will not be permitted to commence or remain on a FMLA leave unless a valid medical certification form is provided.

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

G. Pay During Leave

Except as provided in this paragraph, all FMLA days are without pay. However, an employee may use accrued vacation and personal days for any covered FMLA leave, may utilize accrued sick days for FMLA leaves due to the employee's own serious health condition, and may use family sick leave for the illness of a spouse, child or parent. The University may, in its discretion, based on the needs of the campus, require an employee to utilize accrued vacation, personal,

or sick days during a covered leave. The Human Resources Office will notify the employee if the University is going to require the use of accrued time during a covered leave.

H. Benefits During Leave

The University will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the employee had continued to work. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

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

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

I. Communication by Employee During the Leave

The University may require the employee to submit medical recertification's during a leave at 30 calendar day intervals, and it may require an employee to report periodically on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed 60 calendar days, employees must establish their fitness to return to duty in accordance with procedures in effect on their campus.

J. Reinstatement Following Leave

Employees who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.

K. Coordination with Other Statutes

The FMLA does not supersede any provision of state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

L. Implementation

The President of the University of Massachusetts is hereby delegated authority to implement, amend, or modify this policy for non-unit employees of the University.

APPENDIX I: TRAVEL POLICY

Doc. T92-031 (Appendix B)
Passed by the BoT 6/3/92

Revised 2/1/95
Revised 6/17/95

Revised 2/15/97
Revised 9/18/13

UNIVERSITY OF MASSACHUSETTS TRAVEL POLICY

Purpose

To provide a uniform policy regarding approval, and control, of travel by employees and Trustees on University business, and to establish Standards for the management of travel expenditures. This policy applies to all campuses and the central administration of the University of Massachusetts.

A. Introduction

The Board of Trustees has assigned to the President and Chancellor of each campus responsibility for the approval and control of business related travel by employees. The President shall establish written standards to implement this policy. Campuses may establish campus travel guidelines within the scope of the University Policy regarding travel. Campus guidelines and procedures may be more, but not less, restrictive than the President's standards.

B. Policy Statement

1. *This policy has been established to provide standards that ensure economical travel on University business while maintaining the necessary controls, accountability and compliance with applicable federal and state laws, and administrative efficiency.*
2. *This policy pertains to all employees, Trustees and non-employees traveling on University business regardless of source of funds.*
3. *Travel expenses must be approved by a person who has the authority to approve or deny payment of the travel expenses. Delegation of approval authority should not create a situation where an employee is approving the expenses of their supervisor or another employee of equal or higher position without appropriate authorization. Campuses/departments have the discretion to require their employees to obtain preapproval for instate travel. For all out of state and in state with overnight travel prior approval is required.*
4. *All employees are required to obtain approval prior to any international travel. The President will get approval from the Board Chair and the Chancellors from the President.*
5. *If travelers are traveling internationally, it is recommended that they fully document their itinerary with their travel office and follow all established rules specific to Export Control. Fully documented travel plans allow the University to provide insurance and other coverage as appropriate. For both domestic and international travel, the University travel program is to be used wherever possible in order to obtain lowest cost fares; access to airport, hotel and other travel related amenities; and to provide travel emergency support.*
6. *Reimbursement for travel under this policy is designed to comply with the accountable plan rules of the Internal Revenue Service (IRS) as contained in Publication 463 "Travel, Entertainment, Gift and Car Expenses". Compliance with the accountable plan rules permits the University to provide reimbursement for business related travel expenses on a*

nontaxable basis. Employees, and other authorized individuals, who incur travel expenses while conducting official University business may be reimbursed for all reasonable and necessary expenses in accordance with this policy, and the Standards established by the President of the University.

- 7. Travelers and management are responsible for ensuring that travel expenses are for valid University business-related purposes; are in accordance with University policies and procedures; and are a prudent and judicious use of University funds.*
- 8. Employees and non-employees traveling on University business are expected to choose the most economical mode of transportation that meets the traveler's scheduling and business needs and University policy.*
- 9. All travel expenses incurred by travelers must be substantiated and documented in accordance with University policy, standards, applicable federal and state laws and campus guidelines.*
- 10. In circumstances where a traveler's expenses have been paid by the University (via Procard/Travel Card, reimbursement, etc.) and a third party for the same travel expenses, the traveler will ensure that the duplicate reimbursement is returned to the University within 30 days of the receipt of the duplicate payment.*
- 11. Travelers traveling on sponsored funds should follow the most restrictive applicable policy (University policy or sponsor rules).*
- 12. Approvers are responsible for validating that all expenses comply with University policy and standards, are a prudent and judicious use of University funds, are adequately documented, and are submitted and accounted for in a timely manner. Travelers are responsible for any late fees or items of a personal nature incurred while traveling.*
- 13. Travel expenses for non-university employees, such as consultants, speakers, lecturers, visiting professors, candidates for positions, and students are reimbursed in accordance with this policy. Reimbursements which exceed the provisions established for employees shall require the advanced authorization of the Vice President or Vice Chancellor for Administration and Finance.*

C. Standards

The President, in consultation with the Vice President for Administration & Finance and Chancellors, will issue administrative standards to implement this policy. Campuses shall document their processes for travel in writing.

APPENDIX J: MOA – Position Classification and Compensation System

Articles and appendix referred to below reference the collective bargaining agreement dated July 1, 2008 – June 30, 2009 and July 1, 2009 – June 30, 2012

(For Appendix H below see Appendix G; for Appendix G below see Appendix F)

(Attachment 1 has been removed from this CBA per agreement between the parties)

MEMORANDUM OF AGREEMENT UNIVERSITY OF MASSACHUSETTS LOWELL AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888 (Position Classification and Compensation System)

WHEREAS, by Memorandum of Agreement dated March 20, 2012, the parties agreed:

Appendix H: Position Classification Review Committee

The parties mutually agree to establish a committee comprised of Unit and Non-Unit Professional Staff, whose charge will be to make a recommendation for the selection of a standardized position classification system.

And

Appendix G: Evaluation of Unit Members

The University will meet with the union to discuss the implementation of a revised Performance Evaluation form and process. Maintain current contract language on evaluates. (And see attached appendix).

Now, having satisfied any and all bargaining obligations pursuant to the matters referenced above, the parties agree to the following:

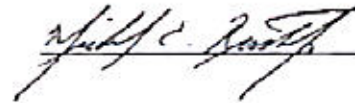
1. Position Titles of all unit members shall be designated a grade and salary range utilizing the attached Grade and Salary Chart ("Chart") (Attachment 1). The specific title grade designation is set forth in Attachment 2. The University maintains the right to revise the Chart as it deems necessary from time to time and in accord with established practice, the University maintains the right to reclassify positions and to make salary adjustment increases of employees as it deems appropriate.
2. The University shall notify bargaining unit employees of the grade and salary range designated to their position title.
3. An employee whose current salary exceeds the maximum salary for the designated grade for the employee's position title may request a review of his or her initial grade designation by filing a written request to the Associate Vice Chancellor, Human Resources and Equal Opportunity & Outreach no later than the end of the second full payroll period following notice to the employee of his or her designated grade designation. As part of the employee's request for review, the employee must submit all documentation supporting the request that the designated grade is not appropriate or that the classification is not consistent with other unit employees who perform the same or similar work. The Associate Vice Chancellor, or his or her

designee, shall review the request and issue a response within 30 days. The decision of the Vice Chancellor shall be final, and shall not be subject to the grievance procedure as contained in the parties' collective bargaining agreement.

4. The parties shall continue their efforts to determine the appropriate designated grade for the titles listed in Attachment 3. Unless otherwise agreed to by the parties, such employees shall receive salary increases in accordance with the terms and conditions of the parties' collective bargaining agreement.
5. The Performance Evaluation process as initially developed and implemented through the 2012 pilot program and subsequently modified and implemented in 2013 is hereby adopted by the parties. The current evaluation program as agreed to by the parties is set forth on the Human Resources and Equal Opportunity and Outreach Performance Management website as of the date of this agreement. The University maintains the right to periodically revise the program based upon the operational needs of the University.

Signed the 30 day of October, 2013

For the University of Massachusetts



For the SEIU, Local 888

