

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 93, Local 2616**

**FOR THE PERIOD**

**JULY 1, 2019**

**Through**

**JUNE 30, 2022**

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## **PREAMBLE**

This Agreement entered into by the University of Massachusetts, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees, Council 93, Local 2616 AFL-CIO hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union.

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

## **DEFINITIONS**

1. VICE CHANCELLOR OF ADMINISTRATION AND FINANCE (VCAF) - the Vice Chancellor of Administration and Finance at the Employer or his/her designee.
2. DAY - a calendar day inclusive of any Saturday, Sunday, skeleton day or holiday. However, no deadline shall expire on any Saturday, Sunday, skeleton day or holiday but shall expire on the next day that is not a Saturday, Sunday, skeleton day or holiday.
3. EMPLOYER - the University of Massachusetts at Worcester.
4. IMMEDIATE SUPERVISOR - the immediate work supervisor, designated by the VCAF, who may or may not be a unit member.
5. SENIORITY - length of continuous service as a full-time or regular part-time employee since the last date of hire into the bargaining unit. In computing seniority, any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military leave, parental leave, FMLA leave, industrial accident leave and a layoff of three (3) months or less.
6. DOMESTIC PARTNER - a person of the same sex with whom the unit member has a committed relationship which involves a personal and economic bond.
7. TOUR OF DUTY - that period of time regularly assigned to an employee as his/her regular daily work period.
8. UNION - the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, Local 2616.
9. WORK WEEK - a calendar week, i.e., a week which generally begins at 11:00 p.m. Saturday and ends on the following Saturday at 10:59 p.m.
10. WORK LOCATIONS - UMASS Campus; Worcester City Campus; Jamaica Plain and Worcester Foundation, and Veterans Administration (VA) Building.

## **ARTICLE 1**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in the bargaining unit. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

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

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

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

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

#### **Section 1.**

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

MGL Chapter 7 S. 28 p. 2 (Red Book);

MGL Chapter 30 S. 24A

MGL Chapter 30 S. 45 p. 4 and 5 (Gray Book)

MGL Chapter 30 S. 46 p. 1, 4 and 10

MGL Chapter 30 S. 53

MGL Chapter 149 S. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42

#### **Section 2.**

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

#### **Section 3.**

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

#### **Section 4.**

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

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 4**

### **UNION SECURITY (DUES CHECKOFF)**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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

#### **Section 4.**

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

The parties agree to deduct dues or an agency service fee from unit employees' pay consistent with the biweekly payroll periods and to remit the dues or fees on a monthly basis that will be established by the Employer.

#### **Section 5.**

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

B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list

of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4 of this Article.

## **ARTICLE 5**

### **AGENCY SERVICE FEE**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

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

## **ARTICLE 6**

### **UNION BUSINESS**

#### **Section 1.** Union Representatives

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

#### **Section 2.** Union Officials

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

#### **Section 3.** Paid Leave of Absence

- A. Leaves of absence without loss of wages, benefits or other privileges shall be granted to no more than three (3) elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Requests must be submitted no later than four (4) weeks in advance where practicable and such leave will require the prior approval of the VCAF. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.
- B. Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for the attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the VCAF.
- C. Leaves of absence without loss of wages, benefits or other privileges shall be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the VCAF.
- D. Leaves of absence without loss of wages, benefits and other privileges shall be granted to Executive Board members for attendance at twelve (12) Executive Board meetings per year. Requests must be submitted no later than four (4) weeks in advance where practicable and such leave will require the prior approval of the VCAF. The number of paid attendees shall not exceed ten (10) and the duration of each meeting shall not exceed one (1) hour. Executive Board members who work at work locations other than the UMASS Campus may be granted up to one-half hour of travel time per meeting if traveling from a location within Worcester County and up to one hour of travel time per meeting if traveling from a location outside Worcester County.

**Section 4.** Unpaid Union Leave of Absence

Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the VCAF is required for all such leaves of absence or extensions thereof.

**Section 5.** Attendance at Hearings

- A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the VCAF.
- B. Witnesses called by the Union to testify at an arbitration proceeding may be granted time off without loss of wages, benefits or other privileges.
- C. All leave granted under this section shall require prior approval of the VCAF.

**Section 6.** Union Use of Premises

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

**Section 7.** Bulletin Boards

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

**Section 8.** Employer Provision of Information

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

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

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

**Section 9.** Orientation

Where the Employer provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees. The Employer shall notify the designated Union representative upon the hiring of a new employee.

## **ARTICLE 7**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

#### **Section 1.**

The Employer and the Union agree not to discriminate against employees in accordance with all applicable state and federal laws. The parties agree that no employee shall be subjected to sexual harassment.

#### **Section 2.**

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

#### **Section 3.**

Any charges of discrimination in violation of this Article made by an employee, shall be subject to the Employer's Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the grievance and arbitration procedure contained in Article 24 of this Agreement. Any disciplinary actions taken against employees shall be subject to either the Employer's Equal Employment Opportunity grievance procedure or the grievance and arbitration procedure contained in Article 24 of this Agreement but under no circumstances may an employee utilize both grievance procedures. Additionally, in accordance with Article 24 Section 2B of this Agreement, an employee who chooses to pursue a claim in court, at the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission or some other administrative forum, may not also utilize the grievance and arbitration procedure contained in Article 24 of this Agreement.

## **ARTICLE 8**

### **WORKWEEK AND WORK SCHEDULE**

#### **Section 1.** Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees other than those covered by the next paragraph, shall be forty (40) hours per week, excluding meal periods as has been established for that job title at the particular job location. Such employees may take their meal break at any place they wish to. In the event they are called upon to perform any duties during their meal break, they will be compensated for the break time, or, if the employee so chooses, released from work thirty minutes prior to the end of their shift or offered another uninterrupted meal break during the same shift. Employees who claim an interruption of any meal break must inform their manager at the time of any interruption.

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

- B. When the Department Head desires to change the regular work schedule of an employee, the affected employee shall receive at least thirteen (13) days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the Employer.
1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.
  2. The work schedule, both starting times and quitting times, of employees shall be posted at least fourteen (14) days in advance and also made available to employees and Union stewards.
- C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Where practicable, regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time.
- D. Each employee shall be required to record his/her attendance in accordance with procedures which may be established in writing from time to time by the Department Head. Thirty (30)

days prior to any change in the existing method of recording attendance the Department Head will notify the Union of such change and will meet and confer with the Union to discuss such change.

- E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the Department Head.
- F. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a sixteen (16) day notice; he/she shall be allowed to work the regularly scheduled tour of duty.

**Section 2. Overtime**

- A. Effective July 1, 2013 an employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess forty (40) hours per week.
- B. An employee whose regular work week is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.
- C. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the Department Head upon request of the employee.
- D. The Department Head shall not, for the purposes of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled workday.
- E. All time for which a unit member is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. However, if sick leave, vacation time, holiday compensatory time or personal time is used in the same work week, it shall not be considered as time worked for the purposes of calculating overtime compensation. Holidays, as designated herein, shall be considered time worked for the purpose of calculating overtime compensation.
- F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- G. Overtime shall be distributed as equitably and impartially as practicable among employees who ordinarily perform such work in the normal course of their work week. Department heads and Union representatives shall work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the Department Head.
- H. The Employer shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.

- I. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis.
- J. An employee required to cover a subsequent consecutive full shift vacancy for an employee out on benefitted time, shall receive compensation for all hours actually worked on that subsequent consecutive full shift at the time and one-half overtime rate.
- K. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the Department Head when it is determined by the Department Head that the work must be performed on an overtime period or involves the protection of persons or property of the Employer. Prior to invoking compulsory overtime, if safety and security permits, the Department Head will solicit volunteers using the procedures developed by the Employer in Part G of this Section. If volunteers are not available, the Department Head will order an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.
- L. The provisions of this Section shall not apply to employees on full travel status.

**Section 3.** Regular Meals

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

**Section 4.** Breaks

A break of a maximum of fifteen (15) minutes shall be given in each one half (1/2) tour of duty.

**Section 5.** Call Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This Section shall not apply to any employee who is called in to start his/her shift early and continues to work that shift or continues to work beyond their regularly scheduled hours. This section shall not apply to employees asked to work a weekend, when their normally scheduled hours are on the first shift Monday through Friday, if Management notifies the employees no less than 48 hours in advance or there is an emergent need, as determined by the VCAF, based upon health, safety or the protection of property. If an employee on the first shift Monday through Friday schedule is notified less than 48 hours in advance to work a weekend shift, the employee will be compensated at time and one-half.

**Section 6.** Stand-By

- A. An employee who is ordered by the Department Head to be available on a stand-by basis to report to duty when necessary shall be compensated at a rate not to exceed twenty (20) dollars for such stand-by period on week days and forty (40) dollars for such stand-by period on weekends.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.

- C. Stand-by duty shall mean that a Department Head has ordered an employee to be immediately available for duty upon receipt of a message to report to work. If an employee assigned to stand-by duty is not available to report for duty when called, no stand-by pay shall be paid to the employee for the period. Failure to report may result in disciplinary action.

#### **Section 7.** Shift Differential

- A. Employees rendering service on a shift that commences at 1:00pm or after and ends no later than 2:00am shall receive a shift differential of \$1.75 per hour for each hour worked.
- B. Employees rendering service on a shift that commences at 9:00pm or after and ends no later than 9:00am shall receive a shift differential of \$2.50 per hour for each hour worked.
- C. The above hourly shift differentials shall be paid in addition to regular salary for eligible employees when their entire workday is on such shifts. Eligible employees who are required to work such shifts or any portion thereof on an overtime basis replacing a worker who normally works such shifts will receive an hourly differential pursuant to paragraph A or B of this Section.
- D. For employees who are required to work such shifts as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such shifts.
- E. Any employee that works on shift gets shift differential upon the execution of this successor agreement.

At the written request of AFSCME, the parties shall meet and discuss, beginning no sooner than March 1, 2006, the issue of shift differentials commencing July 1, 2006. Such discussions shall be limited to the topic of shift differentials.

#### **Section 8.** Weekend Differential

- A. Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of \$.50 per hour for each hour worked. A weekend shift shall be one that commences at 9:00 pm or after on Friday and ends not later than 9:00 am on Monday. Such weekend differential shall be paid in addition to any appropriate shift differential as defined in Section 7A. B. and C. above.

Effective July 1, 2006 such weekend differential shall increase to \$.75 per hour for each hour worked.

#### **Section 9.** Clean-Up

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

**Section 10.**

- A. An employee shall normally be assigned duties by his/her regular supervisor.
- B. Each employee shall have access to all materials, equipment, foods, work areas and telephones necessary to perform duties and as required to take care of emergency situations.
- C. The Employer shall enter into full discussion with the Union prior to engaging in on-the-job time-study projects.

## **ARTICLE 9**

### **EARNED TIME**

#### **Section 1.** Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits biweekly for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick Leave shall be granted to an employee, at the discretion of the Department Head, and shall not be unreasonably denied, only under the following conditions:
  - 1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
  - 2. When the spouse, domestic partner, child or parent of either an employee or his/her spouse or domestic partner, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of eighty (80) hours per fiscal year except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to one hundred and twenty (120) hours;
  - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and
  - 4. To keep appointments with health care professionals. In such instances the normal requirement of advance notice will be at least seven (7) days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional
- D. Sick leave credits are accrued for all straight time paid up to the maximum of the employee's scheduled hours.

Effective on the date the (2008-2011) agreement is ratified by the Union, sick time accruals shall be capped for all collective bargaining unit members at 960 hours, provided however any employee in the bargaining unit who has accrued more than 960 hours will be identified and continue to accrue sick leave as per the current language of this article.

- E. Where the Department Head has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within five (5) days of either the date of suspected abuse or return of the employee, whichever is later. Failure of an employee to present such medical evidence within five (5) days after such request has been made by the Department Head, may, at the discretion of the Department Head, result in the absence being treated as absence without pay.

The Department Head may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

- F. The Department Head may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than fourteen (14) days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties. An employee absent by reason of illness or injury for more than fourteen (14) days shall provide the Department Head with reasonable notice of his/her intent to return.

While during the course of a tour of duty, an employee's immediate supervisor observes that an employee does not appear fit to continue with his/her assigned duties the supervisor will follow Human Resources Policy #6004, for incidents involving suspected alcohol or drug use. This policy appears in the appendix of this agreement and shall be available on the Human Resources website for the Medical School.

- G. Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour or full hours, but in no event may the sick leave credits used be less than the actual time off.
- H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on holiday compensatory time; if no holiday compensatory time, then on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.
- I. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Department Head, where such absence was caused by:
1. Illness of said employee;
  2. Dismissal through no fault or delinquency attributable solely to said employee; or
  3. Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

- J. Sick leave credits are accrued for all straight time paid up to the maximum of the employee's scheduled hours for regular part-time employees in the same proportion that his/her service bears to full-time service.
- K. Notification of absences under this Article must be given to the designated representative of the Department Head at least one (1) hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the Department Head be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Upon any change in the method of reporting during the term of the Agreement, the Department Head shall notify each employee of the method by which such employee shall report such absence.
- L. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.
- M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.
- N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- O. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under MGL Chapter 152, shall, if entitled under MGL Chapter 30, Section 58, be paid the difference between the weekly cash benefits to which he/she would be entitled under MGL Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) days.
- P. The employee may exercise the option to receive, at the end of the fiscal year, either in cash or by deposit to a TSA account (if possible) a dollar amount equal to 50% of their annual unused sick leave credits up to a maximum of forty-eight (48) hours based on the table below. In order to exercise this option,, an employee must cash in all sick leave hours that are earned and accrued during the current fiscal year in excess of forty-eight (48) hours. The decision to cash in sick leave hours must be made by the employee by May 1 of the fiscal year. Sick leave hours cashed in shall be deducted from the employee's sick leave balance. *(See Appendix A)*

<u>ANNUAL SICK LEAVE USED</u>	<u>CASH IN ALLOWED</u>
0	48
8	40
16	32
24	24
32	16
40	8

**Section 2.** Extension of Sick Leave *(See Appendix B)*

A. Seven (7) days after a unit member has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such unit member has been employed a minimum of twelve (12) consecutive months prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, a unit member shall forward a request to the VCAF on the form entitled "Request for Extension of Sick Leave" (See Appendix). He/she shall act upon such request and forward the decision in writing to both the unit member and the Union within ten (10) days of receipt. The approval of such request will be effective at the beginning of the eighth (8th) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the VCAF.

All requests for an extension of such leave shall be given due consideration and shall not be grievable.

Such extensions shall be available only for illness of the unit member and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

B. Extensions may be available for a period of up to four hundred and eighty (480) hours annually beginning on the date of the first extension. Unit members, having been granted an extension of sick leave, shall be required to submit a physician's statement after each one hundred and sixty (160) hours of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in subsection A, a unit member may be granted an additional one hundred and twenty (120) hours of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this one hundred and twenty (120) hours additional extension of sick leave.

C. Understanding that the health and welfare of unit members is of mutual concern, the VCAF, in evaluating a request, shall consider the following:

Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.

History of sick leave usage: Consideration shall be given to the previous use and/or abuse of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.

D. During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in this Article.

**Section 3.** Vacations

A.

1. Vacation leave with pay shall be credited to full-time employees biweekly as follows:

<b>Length of Continuous Full-Time “Creditable Service”</b>	<b>Vacation Credit Accrual Rate</b>
Less than fifty-four (54) months (Less than 4 ½ years)	Total of 10 days per year
Fifty-four (54) months, but less than One hundred fourteen (114) months (4 ½ - 9 ½ years)	Total of 15 days per year
One hundred fourteen (114) months but less than two hundred thirty-four (234) months (9 ½ to 19 ½ years)	Total of 20 days per year
Two hundred thirty-four months (234) or more (19 ½ or more years)	Total of 25 days per year

2. For determining vacation status under this Article, continuous “creditable service” shall be used. Creditable service begins on the first working day for the Employer.

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

C. Vacation leave accrued and credited biweekly shall be available for use the following day.

D. Vacation credits are accrued for all straight time paid up to the maximum of the employee's scheduled hours.

E. Vacation credits are accrued for all straight time paid up to the maximum of the employee's scheduled hours for regular part-time employees in the same proportion that his/her part-time service bears to full-time service.

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

G.

1. An employee may request vacation leave when it becomes available. All such requests shall be submitted in writing. Vacation leave requests shall be granted unless in the Department Head's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The Department Head shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.
2. An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) days nor less than forty-five (45) days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45th day in advance of the first day requested.) The Department Head shall respond to this request in writing, indicating whether he/she can reasonably schedule such vacation, at least thirty (30) days in advance of the first day requested.
3. When vacation requests are submitted less than forty-five (45) days in advance, such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) days of receipt of such request.
4. The Union and the Employer shall meet and endeavor to develop equitable procedures for granting vacation requests and recognizing seniority rights in that process. The parties shall form a committee for this purpose which shall include employees of the particular department as designated by the Union. The parties may in good faith alter or replace the 60/45 rules identified in the preceding paragraphs if they can agree on a new procedure. If the parties do agree on a new procedure, after the first year of implementation, that procedure shall be reviewed and revised as needed.
5.
  - a. Effective upon ratification, employees hired after that date shall carry no more than two hundred and forty (240) hours of vacation credit.
  - b. Effective July 1, 2013, employees hired prior to July 1, 2013 whose cap is presently at 360 hours will have the total accrual cap reduced according to the following schedule:

Effective July 1, 2013, a new cap of three hundred and twenty (320) hours will be in place. Thereafter employees will no longer accrue vacation credits in excess of 320 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then-current rate of regular pay for the pay period covering July 1, 2013.

Effective January 1, 2014, a new cap of two hundred and eighty (280) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 280 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then-current rate of regular pay for the pay period covering January 1, 2014.

Effective June 30, 2014, a new cap of two hundred and forty (240) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 240 hours. Any

hours in excess of those total hours will be paid out to employees at their then-current rate of regular pay for the pay period covering June 30, 2014.

- c. Effective upon ratification, employees hired prior to July 1, 2013 whose cap is presently five hundred and twelve hours (512) will have the total accrual cap reduced according to the following schedule:

Effective July 1, 2013, a new cap of three hundred and sixty (360) hours will be in place. Thereafter employees will no longer accrue vacation credits in excess of 360 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then-current rate of regular pay for the pay period covering July 1, 2013.

Effective January 1, 2014, a new cap of three hundred and twenty (320) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 320 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then-current rate of regular pay for the pay period covering January 1, 2014.

Effective June 30, 2014, a new cap of two hundred and forty (240) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 240 hours. In the event an employee in this category has hours in excess of the new cap, up to a maximum of forty (40) hours, at his/her then-current rate of regular pay for the pay period covering June 30, 2014.

- d. Employees who have been denied the use of vacation time during the year and subsequently exceeded their cap, shall receive such denied time in the form of full payment. This payment will be made as soon as possible following the close of the relevant vacation year.
- e. Effective June 30, 2014, employees who have reached the 240 hour cap that are denied the use of vacation time during the year and subsequently exceeded their cap, shall receive such denied time in the form of full payment. This payment will be made as soon as possible following the close of the relevant vacation year.

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

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

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

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

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

K. An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used, up to a maximum of two hundred and forty (240) hours, provided that no monetary or other allowance had already been made therefore.

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

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

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

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

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

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

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

#### **Section 4.** Paid Personal Leave

A. On the first payroll day of July, August, September, October, November and December of each year, full-time employees will be credited with eight (8) hours paid personal leave day for a total of forty-eight (48) hours personal leave per fiscal year. Personal leave must be taken during the fiscal year in which they were credited, at a time or times requested by the employee and approved by the VCAF, provided that such request complies with prior existing contractual language. Any paid personal leave not taken by the last day of a fiscal year will be forfeited by the employee. Personal leave for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two (2) hours and may be used in conjunction with vacation leave. Any full-time employee hired after July 1, 2013, will be credited with eight (8) hours paid personal leave on the first payroll day of July, August, September of each fiscal year for a total of twenty-four (24) hours personal per fiscal year.

B. Full-time employees hired or promoted into the bargaining unit on or after the beginning of each fiscal year will be credited with personal leave in accordance with the following schedule:

<u>Date of Hire or Promotion Into Unit</u>	<u>Number of Personal Leave Hrs Upon Hire</u>
July 1 to July 31	8
August 1 to August 31	16
September 1 to September 30	24
October 1 to October 31	16
November 1 to November 30	24
December 1 to December 31	32
January 1 to March 31	16
April 1 to June 30	0

Anyone hired after July 1, 2013 and before June 30, 2017:

<u>Date of Hire or Promotion Into Unit</u>	<u>Number of Personal Leave Hrs Upon Hire</u>
September 1 to December 31	16
January 1 to March 31	8

Anyone hired after July 1, 2017:

<u>Date of Hire or Promotion Into Unit</u>	<u>Number of Personal Leave Hrs Upon Hire</u>
September 1 to December 31	11
January 1 to March 31	5

Personal leave for regular part-time employees will be granted on a pro-rata basis.

After an employee has been credited upon hire or promotion into the bargaining unit with the above amount of personal leave hours, he/she shall continue to accrue personal leave hours in accordance with Section 2A of this Article.

C. During the year of July 1 – June 30 and annually thereafter, employees that receive six personal days (48 hours) may call four (4) times per fiscal year into the console operator less than twenty - four (24) hours before the start of their shift indicating the need to use a paid personal day without prior approval from their manager.

During the year of July 1 – June 30 and annually thereafter, employees that receive three personal days (24 hours) may call three (3) times per fiscal year into the console operator less than twenty - four (24) hours before the start of their shift indicating the need to use a paid personal day without prior approval from their manager.

During the year of July 1 – June 30 and annually thereafter, employees that receive two personal days (16 hours) may call two (2) times per fiscal year into the console operator less than twenty - four (24) hours before the start of their shift indicating the need to use a paid personal day without prior approval from their manager.

The parties agree that the all other terms and conditions contained in the October 26, 2015 “Personal Time,” Memorandum of Agreement shall remain in full force and effect and are applicable to all employees within the bargaining unit.”

## **ARTICLE 10**

### **OTHER LEAVES**

#### **Section 1.** Bereavement Leave

Upon evidence, satisfactory to the VCAF, of the death of a spouse, domestic partner, child, parent, brother, sister, grandparent, or grandchild of an employee, or parent of spouse, or person living in the immediate household, an employee shall be entitled to leave, without loss of pay, for a maximum of four (4) consecutive working days. In the event of the death of an employee's son-in-law or daughter-in-law or of the spouse's or domestic partner's brother, sister, grandparent or grandchild, a maximum of two (2) consecutive working days shall be available for use by an employee.

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

#### **Section 2.** Voting Leave

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

#### **Section 3.** Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the Department Head by the employee.
- B. An employee who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:
  - 1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
  - 2. remit to the Employer the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her Department Head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court services will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the performance of his/her assigned responsibilities.

#### **Section 4.** Military Leave

The Employer shall grant military leave in accordance with all applicable state and federal laws.

#### **Section 5.** Adoptive, Family Medical, Parental and Medical Leaves

##### **A. Intent of the Parties Concerning the Family and Medical Leave Act**

The Employer and the Union acknowledge and agree that their intent is to make the provisions of the Family and Medical Leave Act (FMLA) available to full-time and part-time bargaining unit members who have completed the probationary period as defined in Article 23 of this Agreement.

##### **B. Available Leaves Defined**

i. Adoptive Leave - in order to care for a child when a child is placed with the bargaining unit member for adoption or foster care. Adoptive Leaves must conclude within twelve months of the placement of the child with the bargaining unit member.

ii. Parental Leave – in order to give birth or to care for a child when a child is born to a bargaining unit member's or spouse. Parental Leaves must conclude within twelve months of the birth of the child.

iii. Family Medical Leave - in order to care for a spouse, child or parent when the bargaining unit member's spouse, child or parent has a serious health condition.

v. Medical Leave - any absence lasting five (5) days or more days taken because the bargaining unit member's own serious health condition prevents him/her from performing the essential functions of his/her position.

##### **C. Terms Defined**

i. "Parent" is defined as the biological parent of a bargaining unit member or an individual who acted as a parent to the bargaining unit member when he/she was a child.

ii. "Child" is defined as a person under eighteen (18) years of age who is a biological child, adopted child, foster child, stepchild or a legal ward of the bargaining unit member who is living with the bargaining unit member in a parent-child relationship, or a person over eighteen (18) years of age

who is a biological child, adopted child, foster child, stepchild or a legal ward of the bargaining unit member who is living with the bargaining unit member in a parent-child relationship who is incapable of self-care due to a mental or physical disability.

iii. “Serious Health Condition” is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility or, a condition which requires continuing care by a licensed health-care provider. If inpatient care is not required, a serious health condition must involve continuing treatment or supervision by a health care provider when:

1. the condition requires an absence of more than three days from work, school or other regular daily activities, or;
2. the condition is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days, or;
3. the treatment is prenatal care.

iv. “Continuing Treatment” is defined as a requirement that the bargaining unit member or eligible family member be treated by (or under the orders of) a health care provider two (2) or more times for the injury or illness, or that the bargaining unit member or eligible family member be under continuing supervision for a chronic condition or disability that cannot be cured.

#### D. Eligibility

To be eligible for an adoptive, family, family medical, parental and/or medical leave, a bargaining unit member must be full-time or part-time and have completed their probationary period as defined in Article 23 of this Agreement.

#### E. Duration of Leave

Bargaining unit members are entitled to up to twelve (12) weeks of leave during any twelve (12) month period. A twelve (12) month period is a rolling period measured backward from the time a bargaining unit member uses any part of the leave period.

Any absence due to a serious health condition including continuing treatment by a health care provider or chronic condition, lasting five (5) or more days will be considered an FMLA leave.

#### F. Pay During Leave

All leaves under this Section are unpaid unless the employee has accrued time off. Except for five days of accrued vacation, employees must use all vacation, personal, compensatory holiday, and sick time when appropriate, before reverting to an unpaid status. Sick time may only be used as follows:

1. When an absence is due to the illness of the employee.
2. For the first eight weeks after giving birth.
3. For the first two weeks after a spouse or partner giving birth; or, for the purpose of adopting a child.

#### G. Benefits and Status During Leave

i. Insurances - Bargaining unit members will continue to be covered under their group health, life, dental and long term disability insurance plans while on leave. If accrued benefit time is used

during the leave, resulting in the bargaining unit member continuing to receive regular paychecks, the premiums will be deducted as usual. If accrued time is not used, bargaining unit members will be responsible to pay their ordinary share of the premiums directly to the insurers.

ii. Benefit Accruals - Bargaining unit members who use accrued benefit time during a leave, resulting in the bargaining unit member continuing to receive full, regular paychecks, will continue to receive their monthly accruals of vacation and sick time. If the bargaining unit member is receiving a reduced, regular paycheck, accruals of vacation and sick time will be prorated. If accrued time is not used so that the bargaining unit member is receiving no pay during the leave, no vacation or sick time will accrue unless the bargaining unit member is on a Parental Leave, Adoptive Leave or Family Leave. If the bargaining unit member is on a Parental Leave, Adoptive Leave, or Family Leave, vacation and sick time will accrue during the first eight (8) weeks of the leave.

#### H. Application for Leave

i. A bargaining unit member must request a leave by submitting the Employer's completed leave request form accompanied by satisfactory medical documentation or proof of an impending adoption. Where the leave is foreseeable, bargaining unit members must make such request thirty (30) days before the commencement of the leave. Where the leave is unforeseeable, such request must be made as soon as practical.

#### I. One Leave Per Family

If a bargaining unit member and his/her spouse who both work for the Employer would be eligible for a leave as a result of a birth, adoption, or placement for foster care of a child, or to care for a parent with a serious health condition, these two (2) employees may only take a combined total of twelve (12) weeks of leave.

#### J. Reinstatement

i. A bargaining unit member who returns from an approved leave will be reinstated to his/her same or equivalent job with equivalent pay, benefits and other terms and conditions of employment.

ii. A bargaining unit member returning from a Medical Leave must provide satisfactory medical documentation establishing his/her fitness to return to duty prior to returning to work.

iii. Failure of an employee to return from an approved leave at the expiration of the leave may constitute a voluntary resignation. A bargaining unit member who is unable to return to work at the expiration of his/her twelve (12) week FMLA leave, may request an extension of such leave from the Employer. Granting of such an extension shall be at the sole discretion of the Employer and denial of such an extension request shall not be subject to the grievance and arbitration provisions of this Agreement. This grievance and arbitration restriction shall not apply to any other provisions of this Section.

#### **Section 6.** Unpaid Personal Leave.

Unpaid personal leave, other than hereinbefore specified, may be granted by the Department Head upon the written request of the employee, at least thirty (30) days in advance. Approval may not be

unreasonably denied. Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

**Section 7.** Veterans' Honor Guard Funeral Leave

Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

**Section 8.** Blood Donation Leave

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

## **ARTICLE 11**

### **HOLIDAYS**

#### **Section 1.**

The following days shall be holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriots' Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Juneteenth Independence Day	Day before Christmas
Independence Day	Christmas Day

#### **Section 2.**

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

#### **Section 3.**

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days he/she shall receive pay for one (1) day at his/her regular rate of pay.

#### **Section 4.**

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

#### **Section 5.**

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

#### **Section 6.**

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

#### **Section 7.**

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

**Section 8.**

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the VCAF at least one (1) hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday

**Section 9.**

Employees rendering service on New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall receive time and one half for each hour worked.

## **ARTICLE 12**

### **EMPLOYEE EXPENSES**

#### **Section 1.** Travel

When official Employer business takes an employee out of the employee's officially assigned workplace, the employee is said to be in travel status and shall be reimbursed in accordance with the Employer's Travel Policy. A copy of the policy may be obtained from the office of Human Resources.

## **ARTICLE 13**

### **PARKING**

#### **Section 1.**

Proper parking facilities shall be available to employees with reasonable proximity to their regular work location. The Employer shall endeavor to maintain adequate lighting in all parking areas

#### **Section 2.**

The Employer agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes and the Employer will inform the Union and all employees prior to implementing any such changes.

#### **Section 3.**

Representatives from the Union and the Employer agree to meet and discuss any increase in parking fees which affect bargaining unit members, and shall forward their recommendations for review to the Chancellor and the University of Massachusetts Board of Trustees prior to implementing any such increase.

## **ARTICLE 14**

### **EMPLOYEE COMPENSATION**

#### **Section 1.** Wage Adjustments

In the first full pay period following execution of the contract by both the Union and the University:

- a. Effective the first full pay period following July 1, 2020: Retroactively increase salary rates at each step of the salary scale by 2% effective the first full pay period following July 1, 2020.
- b. Effective the first full pay period following ratification: Increase salary rates at each step of the salary scale by 2%. Application of this increase is prospective only, beginning the first full pay period following ratification.
- c. Effective the first full pay period following ratification: Any Grade 8 AFSCME members whose salary rate is not equal to or greater than \$15.00/hr after implementation of paragraphs (a) and (b) above shall be moved to Step 3 of the AFSCME Salary Chart. Application of this increase is prospective only, beginning the first full pay period following ratification.
- d. Effective the first full pay period following ratification: A \$75 annual shoe allowance per employee in the EBS department for the purchase of slip-resistant footwear. EBS employees will follow the same procedure for utilization of this allowance as other bargaining unit members.
- e. Effective the first full pay period following July 1, 2021: Increase salary rates at each step of the salary scale by 2%.

For purposes of clarity, the first full pay period following ratification as referenced in paragraphs (b), (c) and (d) above shall begin on May 23, 2021.

A market study of all AFSCME represented positions shall be conducted by UMMS by February 1, 2022. The information generated shall be shared with the Union. The Parties acknowledge that this study is informative in nature and creates no obligation by either party to enact wage adjustments during the life of this agreement.

#### **Section 2.** Grade and Step Structure

- A. Effective upon the first full pay period following execution of the contract by both the Union and the University Merge EBS salary grade into general facilities scale as follows:

EBS Grade	13	11	9
General Facilities Grade	11	9	New Grade 8

- B. All non-EBS employees hired, reinstated, or reemployed on or after the date of the execution of the contract (2001-2004 cba) will be hired into the 7 Step salary schedule. All non-EBS employees hired prior to that date who are at Step 5 on July 1, 2002 will transition to the 7 Step salary schedule at Step 7 on July 1, 2002. All non-EBS employees hired prior to that date who have not yet reached

Step 5 of the 5 Step schedule on July 1, 2002 will progress to Step 7 of the 7 Step schedule after they have 52 weeks of creditable service in Step 4 of the 5 Step salary schedule. Thereafter, non-EBS employees will progress to Step 8 after 52 weeks of creditable service in Step 7.

**Section 3.** Employees Hired, Reinstated, or Reemployed.

The salary rate for an employee hired, reinstated, or reemployed shall be Step 1 for the job grade of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

**Section 4.** Step Rate Increases and Promotions

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

In the event an employee is denied a step rate increase by the Employer, he/she shall be given a written statement of reasons therefore not later than seven (7) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position as defined in Article 16, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job grade;
2. add to this figure the "promotion factor" of the higher job grade (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job grade into which the employee is promoted;
4. the employee's salary rate shall be the first rate in the higher job grade that at least equals the resultant sum.
5. if the employee is promoted into a supervisory position, and the aforementioned calculation results in the salary rate to be less than his/her subordinates' salary rate, the employee shall be placed at the next highest rate of his/her new grade that is above his/her subordinates' current salary rate.

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

**Section 5.** General Provisions

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

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

D. The July 1, 2001 salary rates as provided in this Article shall apply only to those employed on the execution date of this Agreement except for those who have retired since July 1, 2001.

**Section 6.** Regular Part-Time Employees

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

**Section 7.** Salary Adjustments for Employees Entering From Other State Bargaining Units

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

B. An employee entering a position in the bargaining unit, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 4 of this Article.

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

## **ARTICLE 15**

### **HEALTH AND WELFARE**

#### **Section 1.** Group Health Insurance Contributions

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

#### **Section 2.** Health and Welfare Plan

##### **A. Trust Agreement**

The parties have an Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement"). 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 full pay period following ratification, \$15.50 per calendar week per full time equivalent shall be paid to the Mass Public Employees Health and Welfare Fund.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll.

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 administrative 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 this Health and Welfare Fund shall be subject to the grievance procedure in this Agreement.

##### **D. Employer's Liability**

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated in Section 3, above.

#### **Section 3.** Health Promotion Programs

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

## **ARTICLE 16**

### **PROMOTIONS AND FILLING OF VACANCIES**

#### **Section 1.** Posting of Vacancies

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

B. The notice of vacancy shall include the following:

1. Job Title
2. Grade and/or Salary Range
3. Application Closing Date
4. A description of Duties and Qualifications
5. If Grant Funded, the Termination Date, source of funding and length of funding, if known
6. Hours and Days of Work (Shifts)
7. Work Location

C. All notices of vacancies shall be posted in at least one conspicuous place and other places customarily used for such purposes. Notice of vacancies will be sent to the Union upon posting.

D. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

#### **Section 2.** Selection

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in accordance with the official Affirmative Action plan. The Employer shall endeavor to award the position within forty (40) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time, the Union shall be notified of the delay.

#### **Section 3.** Criteria

A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; lateral transfer shall be defined as a change in job title without a change in job grade; reassignment shall be defined as a change in work schedule and/or work location without a change in job title.

B. Prior to posting a position, the Department Head shall inform employees of his/her department of the availability of the position so that any interested eligible employee may request reassignment. The Department Head shall inform employees of his/her department by posting a memo (from Wednesday to Wednesday) in an agreed upon location(s) or, by verbal solicitation if that is practicable. Employees seeking a reassignment shall then communicate their interest. Such requests shall be considered and granted by seniority unless the request is denied for a reason that is not arbitrary, capricious or, clearly erroneous.

C. Any employee who applies for a lateral transfer or a reassignment through the Employer's posting process shall be subject to the same criteria as an employee seeking promotion and shall not be disadvantaged in comparison to/with employees seeking a promotion.

D. The following criteria shall be used by the VCAF in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position: ability to perform the requirements of the position, work history and performance, experience in related work and education and/or training related to the position. If in the judgment of the VCAF there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority.

#### **Section 4.** Trial Period

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

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the VCAF, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance but such grievance shall not proceed to arbitration.

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

#### **Section 5.**

Unsuccessful applicants for posted vacancies shall, within a reasonable period of time, receive a notice of non-selection. At the employee's written request, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a union official. If the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at Step 1. Late notice shall not preclude the filing of a grievance for non-selection.

#### **Section 6.**

All appointments made pursuant to this Article shall be temporary appointments at least until the completion of the trial period. All vacancies resulting from an employee's appointment pursuant to this Article shall be filled temporarily at least until the appointed employee has completed his/her trial period. An employee who had been promoted pursuant to the Article and whose promotion is overturned by the grievance procedure shall not be terminated but shall return to his/her former position.

**Section 7.** Extension of Seniority

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

**Section 8.** Reduction in Grade

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

## **ARTICLE 17**

### **LAYOFF AND RECALL**

#### **Section 1.**

##### **A. Procedures**

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

##### **B. Notice to Union**

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union twenty-one (21) days prior to notification to the employees.

##### **C. Meeting with Union**

Within five (5) days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s). This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions
2. Availability of training or retraining programs which may be applicable to the affected employees.

In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

##### **D. Notice to the Employee**

The following terms of notice shall apply to employees based on length of service: one week for each complete year of service, with a minimum of two (2) weeks and up to a maximum of eight (8) weeks. The Employer may abbreviate the length of notice to the employee by paying to the employee in a lump sum, an amount equal to the employee's weekly salary for each week that the notice is shortened.

#### **Section 2.**

##### **A. Selection for Layoff**

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

##### **B. Layoff**

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

**C. Bumping**

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower graded classification which the employee has previously held for the Employer in a competent manner, or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

**Section 3.** Recall

A. The Employer shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.

B. A laid off employee shall remain on the recall roster for one (1) year, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) days, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) days except in emergency situations after the date of acceptance of recall.

**Section 4.**

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

**Section 5.**

Notwithstanding their position on the seniority list, the following positions shall, in the event of a layoff, be the last to be laid off: President, Vice President, and three Chapter Chairs.

**Section 6.**

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

## **ARTICLE 18**

### **CONTRACTING OUT**

Prior to issuing any RFP or advertising for consultants/outside vendors that would be retained to perform work normally performed by bargaining unit members, the Employer shall notify the Union. The Labor/Management Committee shall meet within seven (7) days at the Union's request and may discuss alternatives to contracting out.

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

The Parties shall establish a Special Labor/Management Committee to address general areas of concern relating to the contracting out of services. Said committee may report out recommendation/alternatives to contracting out to the VCAF for consideration.

**ARTICLE 19**  
**OUT OF TITLE WORK**  
*(See Appendix C)*

**Section 1.** Work in a Lower Classification

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

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

**Section 2.** Work in a Higher Classification

A. Any employee who is assigned by the Department Head to a vacant position in a higher grade for more than twenty-one (21) days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the fourteenth (14th) day of his/her performance of the higher rated position's duties complete and transmit to his/her supervisor the form attached in the Appendix. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the Department Head who shall thereupon determine whether the work assignment is or is not out of title work.

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

**ARTICLE 20**  
**CLASSIFICATION AND RECLASSIFICATION**  
**(See Appendix D)**

**Section 1.** Class Specifications

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

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

C. An employee or class of employees in a similar title may seek a reclassification/upgrade request by utilizing the following procedures:

1. An employee or class of employees seeking a reclassification/upgrade request shall submit their request on an agreed upon form listed in the appendix of this agreement. The request shall also be accompanied by materials supporting the request including any letters of recommendation from area supervisors, detailed job descriptions of similar titles or positions and any evidence the employee(s) wish the Medical School to consider while reviewing the request. Such requests shall be submitted no later than September 30th of each calendar year. All such requests shall be filed with both the Department Head for the employee's department and the Director of Human Resources. The Union shall receive written notification of classification/reclassifications submissions upon request
2. In any fiscal year no more than a total of four (4) titles shall be considered as part of a reclassification/upgrade requests. Employees who have previously submitted a request for reclassification/upgrade and have had their request reviewed must wait two (2) years to resubmit their request.
3. The Director of Human Resources or designee in conjunction with the Department Head of the employee's department and an impartial member of the bargaining unit shall conduct a hearing to consider the employee's reclassification/upgrade no later than ninety (90) days from September 30th. Employees submitting a request for reclassification/upgrade shall be available at the hearing held to consider their request. A union representative may participate in the hearing if the employee so requests and shall be allowed to observe the hearing. The hearing officer may request, as a result of the hearing, submission of additional supporting materials from the employee or the employee's area manager.
4. The Director of Human Resources or his/her designee shall issue recommendations and findings within thirty (30) days of the hearing.
5. The findings of the Director of Human Resources or his/her designee may be appealed within ten (10) days to the Vice Chancellor of Administration and Finance for UMMS. The Vice Chancellor or his/her designee shall hold a hearing and issue a decision within thirty (30) days of receipt of the appeal.

6. The decision of the Vice Chancellor or his/her designee shall be final and shall not be subject to the grievance and arbitration procedures of Article 24.
7. When a reclassification/upgrade request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if the funds are available such reclassification/upgrade may be effective at the beginning of the payroll period next following the date of the decision of the Director of Human Resources or his/her designee.

## **ARTICLE 21**

### **PROFESSIONAL DEVELOPMENT**

#### **Section 1.** Tuition Remission

The Employer shall provide tuition remission to employees in accordance with the Employer's Tuition Remission Policy. The term "program" as referenced in 4B (4b) of the Policy shall include but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University. Tuition remission shall apply to non-credit as well as credit bearing courses.

As more fully described in the Administrative Standards, Faculty and Staff Tuition Discounts (Trustee Doc. T96 – 129), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits.

#### **Section 2.** Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay for educational purposes to attend classes, conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

## **ARTICLE 22**

### **SAFETY PROCEDURES**

#### **Section 1.**

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

Prior to the promulgation of any such rules and regulations by the Employer, the Department Head shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force on the date of this Agreement.

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the Employer's procedures in effect. When an employee is injured while at work, the Employer shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article not resolved at Step 2 of the Grievance procedure set forth in Article 24 of this Agreement, may be referred to a 3 member review committee within seven (7) days of receipt of the Step 2 decision. Said committee shall be comprised of the Director of Environmental Safety or equivalent, one union representative and one management representative to review and make recommendations to the Department Head. The committee shall meet within twenty-one (21) days of said referral and shall make recommendations within fourteen (14) days of the meeting. Time limits may be extended by mutual agreement of the parties.

#### **Section 2.**

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

#### **Section 3.**

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be

frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the Employer.

**Section 4.**

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two (2) employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five (5) or more feet, or when working more than ten (10) feet above the floor or the ground. Appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.
6. The provisions of all applicable rules, standards, regulations and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment and structures, their installation, maintenance and operation. The Employer and the Union shall endeavor to conform to such rules, standards, regulations, and codes.
7. Employees shall notify the Director of Labor and Employee Relations prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
8. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
9. The Employer agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.
10. Employees needing transportation between satellite campuses shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
11. Employees shall not be assigned excessive or unreasonable workloads.
12. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
13. The Employer shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine which shall be kept supplied and in working order.

14. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the Safety Committee established by the terms of this Article.
15. The Employer shall supply chemicals to eliminate nauseous odors.
16. The first aid area shall be equipped with a cot and necessary first aid supplies.
17. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable breaks each hour.
18. Power tools and saws shall be sharpened by competent individuals.
19. The Employer shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the Employer. The Employer agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment. When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the Employer shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.
20. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.
21. No member of the custodial force shall be required to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and powerlifts.
22. Any grievance which cites an alleged violation of this Article and which remains unresolved following the Step 1 decision may be referred to the Employer's Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 2.
23. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.
24. The issue of asbestos generally will be a permanent agenda item for the Safety Committee established by the terms of this Article. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.
25. Proper precautions will be taken to prevent excessive continuous work in front of a video display terminal.
26. Hearing Test: The Employer will follow all applicable state requirements by all hearing testing.
27. Asbestos Testing: The Employer shall follow applicable state requirements for asbestos screening.

## **ARTICLE 23**

### **PROBATIONARY EMPLOYEES**

#### **Section 1.**

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment. The probationary period may be extended for an additional three (3) months provided that the Department Head receives approval for such extension from the Director of Labor and Employee Relations.

#### **Section 2.**

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted by an unpaid absence of more than three (3) consecutive days, the new hire probationary period shall be extended to compensate for that absence.

#### **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

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

#### **Section 6.**

During the probationary period an employee may not laterally transfer or seek lateral appointment. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 16.

## **ARTICLE 24**

### **CORRECTIVE ACTION, GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1.** Definitions

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

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

#### **Section 2.** Corrective Action

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

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

C. Progressive corrective actions may include, but are not limited to verbal counseling, documented verbal counseling, written warning, suspension without pay, demotion and discharge.

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

1. Willful neglect or non-performance of one or more assigned duties;
2. Demonstrated incompetence in the performance of one or more assigned duties;
3. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;
4. Insubordination, which shall mean a refusal to carry out a direct order;
5. Dishonesty in the performance of assigned duties;
6. Chronic absenteeism or tardiness without reasonable excuse;
7. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
8. Institutional theft.

E. When terminating a unit member, the Department Head shall inform the member in writing with the reasons thereof.

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

G. AFSCME Council 93, Local 2616 accepts the Revised UMMS Attendance Policy dated July 19, 2018. Upon the implementation of the revised UMMS Attendance Policy, corrective action shall begin at the first stage of progressive discipline.

**Section 3.** Procedures for Filing a Grievance

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

B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 3. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article.

C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or Steward whichever is appropriate shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Immediate Supervisor and the Department Head, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

D. A grievance may be withdrawn at any level.

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

F. Collateral Consequences of a Grievance - The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official

Personnel File of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the VCAF whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the VCAF to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

G. The Union shall receive timely notice of all grievance hearings, and copies of decisions at any and all steps of the grievance procedure.

H. All grievance forms, regardless of step, shall be filed at the Office of Labor Relations and shall then be forwarded to the appropriate management for disposition.

#### **Section 4.** Steps of the Grievance Procedure

##### **A. Step 1:** Informal - Immediate Supervisor and/or Department Head

A grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor and/or Department Head during the term of this Agreement a written or electronic notice to the Office of Labor and Employee Relations. The Office of Labor and Employee Relations shall acknowledge receipt of the notice by return email to the union president and recording secretary designating a case number and title for the filing. Said notice must state the alleged violation of the Agreement and the remedy sought. Any such notice not on an official grievance form and/or lacking an alleged violation of the Agreement and/or lacking a remedy shall be returned to the Union so that the Union may cure any deficiencies. No such notice may be filed more than fourteen (14) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The Immediate Supervisor and/or Department Head shall meet or arrange to meet within five (5) days with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the Immediate Supervisor and/or Department Head have failed to agree upon a resolution of the grievance the grievant may elect to proceed to the next level.

##### **B. Step 2:** Chief Human Resources Officer

If the grievant elects to proceed to this Step, then within nine (9) days of receipt of the Step 1 decision, he/she shall send a notice of his/her appeal to the Office of Labor and Employee Relations. The UMMS Chief Human Resources Officer or his/her designee shall meet or arrange to meet within seven (7) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than eighteen (18) days). The grievant may request of the UMMS Chief Human Resources Officer or his/her designee the presence and participation of those individuals who have knowledge relevant to the grievance. If the UMMS Chief Human Resources Officer or his/her designee agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The UMMS Chief Human Resources Officer or his/her designee shall render a written decision within fourteen (14) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations and/or remedies may be added subsequent to the close of the hearing at Step 2.

### C. Step 3: Arbitration

Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance prior to the arbitration hearing. The parties may choose the State Board of Mediation and Conciliation or other mutually agreed upon mediation services/agencies. Such agencies may include the "American Arbitration Association" and the "Labor Relations Connection". If a resolution of any grievance is achieved during the mediation process, the terms of the resolution will be reduced to writing and signed by both parties. If a resolution is not achieved during the mediation process, the mediator shall issue an informal, non-binding verbal opinion. Such opinion shall not be admissible in any subsequent arbitration proceedings or litigation. Said mediator shall be exempt from arbitrator selection. In all mediation proceedings, mediator's fees and expenses shall be paid 50% by the Union and 50% by the Employer. The Union maintains the right to proceed to arbitration.

Within twenty-eight (28) days of receipt of the Step 2 decision, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Employer in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the Director of Labor and Employee Relations that it intends to submit a grievance to arbitration.
3. The Union and the Employer shall select an arbitrator pursuant to normal American Arbitration Association procedures or rules established by the selected agency.
4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least fourteen (14) days notice to the parties prior to the scheduled hearing date.
5. The Union and the Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
6. **Decision of the Arbitrator**  
Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
  - a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group

of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;

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

c. Whether the arbitrator has jurisdiction to arbitrate; and

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

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

7. Costs of Arbitration

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

**Section 5.** Application

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

**Section 6.** Admission & Grounds of Appeal

A. Admission - The resolution of a grievance by the Immediate Supervisor, the Department Head, the VCAF, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

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

## **ARTICLE 25**

### **PERSONNEL FILES**

#### **Section 1.**

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

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

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

#### **Section 2.**

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

#### **Section 3.**

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

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

#### **Section 4.**

Upon written request of the employee, all negative material shall be removed from an employee's personnel records on file after four(4) years.

#### **Section 5.**

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

**ARTICLE 26**  
**EVALUATION OF EMPLOYEES**  
*(See Appendix E)*

**Section 1.**

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

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

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

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

**Section 2.**

Performance evaluation of an employee shall be made annually by the supervisor with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form included in the Appendix, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

**Section 3.**

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

B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. . The Lead will initiate the review.

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.

B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step two (2) of the grievance procedure.

**Section 7.**

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

**ARTICLE 27**  
**LABOR/MANAGEMENT COMMITTEE**

There shall be established a Committee to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the Employer and three (3) representing the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the Employer and the Union.

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

**ARTICLE 28**  
**NO STRIKE/NO LOCKOUTS**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

## **ARTICLE 29**

### **COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

The Employer shall make a request for the funding of this Agreement as required by MGL Chapter 150E, Section 7. In the event that the additional, specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

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

### **ARTICLE 30**

### **SAVINGS CLAUSE**

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

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 34.

## **ARTICLE 31**

### **INCLEMENT WEATHER POLICY**

Employees designated as essential personnel who report to work during adverse weather or hazardous conditions when non-essential personnel at the same worksite are excused with pay (not expected to use accrued time) by the Chancellor/designee, will be awarded a commensurate amount of compensatory time (based on actual number of hours worked) in addition to regular pay for hours actually worked. Records will be kept within the department, and compensatory time must be taken within 120 days following the awarding of the compensatory time. This includes delayed openings, early closings and cancellations. An employee may request to be compensated at his/her straight time regular hourly rate in lieu of compensatory time awarded; such requests may be authorized at the sole discretion of the VCAF.

Any employee working at a rate greater than straight time is not eligible for compensatory time.

Any employee who is not at work due to authorized vacation, sick or personal leave will not be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick or personal leave.

The Employer may, at its sole discretion, excuse some employees who request to be excused from their scheduled shift based on assessed staffing needs and individual circumstances; such requests must be made in accordance with departmental guidelines. If an essential employee is so excused from reporting for or completing his/her scheduled shift, the employee may use paid time, excluding sick time. There shall be no occurrence under the attendance work rule or any disciplinary action taken regarding requests made under this paragraph.

## **ARTICLE 32**

### **SHARED SERVICES**

The Employer shall continue to provide the following services as shared services: Power Plant, Facilities, Public Safety, and Receiving to University of Massachusetts-Memorial Healthcare Corporation, Inc. or any successor entity and therefore, shall not offer its written consent to a request for a Shared Service Termination Election as that term is defined in the applicable section of the Definitive Agreement.

The Employer and the Union further agree that the provisions of this Article shall remain in effect until June 30, 2004.

### **ARTICLE 33**

### **INCORPORATION OF POSITIONS**

The Employer and the Union agree to set forth a process of incorporating non-unionized employees normally performing job duties and responsibilities governed by the Collective Bargaining Unit Certification and protected by MGL C. 150E.

1. If a temporary employee (03) performs bargaining unit work for twenty (20) hours or more per week on a regularly scheduled basis for a period of greater than six months, the Employer and the Union will meet to discuss the duration of the assignment and potential conversion of the position to a regular bargaining unit position. When an 03 position is to be converted, it shall be posted unless waived by the Union and Employer.
2. For those whose positions are incorporated, service as an 03 shall not count towards seniority.

## **ARTICLE 34**

### **DURATION**

This Agreement shall be in effect from July 1, 2019 to June 30, 2022. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 2022. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of bargaining.

**ARTICLE 35**  
**DIRECT DEPOSIT**

UMMS will require that all employees shall receive their paychecks by direct deposit, e.g. their net salary checks will be sent electronically to an account or accounts selected by each employee. In some special circumstances, the Union may request and be granted an exception for an employee.

**ARTICLE 36**  
**BI-WEEKLY PAYROLL**

Sometime in the future, UMMS will implement a new administrative computing and payroll system which will include a change from a weekly to biweekly payroll. Prior to implementation, UMMS will offer budgeting training to interested employees and will notify employees of the availability of Five College Credit Union transition savings accounts.

**ARTICLE 37**  
**CELL PHONE POLICY**

In the event all other UMASS Medical School units agree to a cell phone policy, the parties will re-open negotiations solely to negotiate over a cell phone policy.

**Signature Page**

**For the University of Massachusetts:**

  
Martin T. Meehan  
President

July 30, 2021

Date

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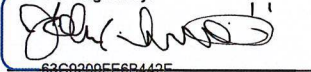
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John Dunlap

Chief Human Resources Officer, University of Massachusetts

**For the University of Massachusetts Medical School:**

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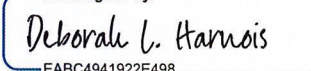
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Date

John C. Lindstedt

Executive Vice Chancellor, Administration and Finance

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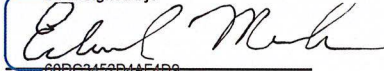
Date

Deborah L. Harnois

Deputy Executive Vice Chancellor, People Strategy

**For the American Federation of State, County and Municipal Employees, Council 93, Local 2616:**

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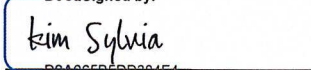
7/7/2021

Date

Edward Monahan

President, AFSCME Local 2616

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7/12/2021

Date

Kimberly Sylvia

AFSCME Council 93

## **LETTER OF UNDERSTANDING**

An unscheduled absence is any period an employee does not report to work during his/her scheduled shift, excluding approved vacation time, sick time, personal time, compensatory time, or other approved leaves of absence.

Absences listed below are not considered unscheduled absences for purposes of the UMMS Attendance & Punctuality Policy:

1. Pre-approved vacation time, sick time, personal time, compensatory time or other approved leaves of absence.
2. Absences justified by provision of a doctor's note, consistent with Article 9, Section 1(E) of the collective bargaining agreement.
3. Those covered by Massachusetts Paid Family & Medical Leave (G.L. c. 175M).
4. Those covered by the Family & Medical Leave Act.

## **MEMORANDUM OF UNDERSTANDING**

In accordance with the definition of work week contained in this Agreement, the parties agree that the overnight shift, commonly referred to as the “third shift,” which generally begins at 11:00 p.m. and ends at 7:00 a.m., shall, for time and attendance purposes only, be considered the first shift of the day on which it ends. The parties further agree that existing shifts regularly scheduled for more than eight hours are covered by past practice and this Agreement and are excluded.

The following examples illustrate common applications:

1. A shift that begins at 11:00 p.m. on a Wednesday shall be recorded on all official time calendars as Thursday.
2. An employee who begins work at 11:00 p.m. on December 24 shall receive the holiday differential; an employee who begins work at 11:00 p.m. on December 25 shall not receive such holiday differential.
3. An employee who is absent for a shift beginning at 11:00 p.m. Saturday night shall be marked as absent on Sunday and shall have that absence applied to the coming work week.
4. Shift differential shall be paid in accordance with the shift times identified in Article 8, Section 7, paragraphs A and B, without any consideration to designations of “first”, “second”, or “third” shifts used for these time and attendance purposes.

## REVISIONS TO SALARY GRADES

Effective July 1, 2002, revise salary grades for the following positions:

Position Title	Current Grade	New Grade
Operating Engineers	18	19
Lead Operating Engineer	20	21
3 <sup>rd</sup> Class Engineer - JP	18	19
2 <sup>nd</sup> Class Engineer - JP	19	20
Lead Power Plant Engineer - JP	20	21
3 <sup>rd</sup> Class Engineer - Worcester	20	21
Co-Gen Engineer II	24	25
Lead Co-Gen Engineer	26	27
Console Operator	13	15
Lead Console Operator	15	17
Grounds Foreman	16	17
Carpenter	14	15
Mason	14	15

All salary adjustments based on upgrades shall be calculated based on promotional factors as outlined in Article 14, Section 4B.

**AGREEMENT**  
**between**  
**UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL**  
**and**  
**AFSCME COUNCIL 93, LOCAL 2616**

**Personal Protective Equipment and Uniform Requirements**

WHEREAS, the National Fire Protection Association has issued NFPA 70E, *Standard of Electrical Safety in the Workplace*, and this document requires certain personal protective equipment for employees working in and around energized electrical equipment; and

WHEREAS, both the University of Massachusetts Medical School (UMMS) and AFSCME Council 93, Local 2616, (Union) share a common obligation to protect employees who work in and around energized electrical equipment; and the provision of a uniform policy for all collective bargaining unit staff .

NOW THEREFORE, the parties agree as follows:

1. The requirements of NFPA 70E apply to all Co-Generation Engineers, all employees of the Power plant, Maintenance shops, all Operating Engineers, all Safety System Technicians, all Control Technicians, all employees in the Electrical, Refrigeration, and Equipment Maintenance shops.
2. All employees listed above will be issued NFPA 70E approved personal protective equipment to include: chino pants, long sleeve button-down shirts with embroidered logo and 2 sets of boots. For those employees working in the power plant and the electrical, maintenance, refrigeration shops and those working as Control Technicians  $\frac{3}{4}$  leather boots with fiberglass toes will be issued. (EH Rated)
3. Any employee who works in or enters onto the Power Plant main floor, basement floor, and supporting ladders and walkways of the power plant will be issued and wear a hard hat and safety glasses. Gloves will also be issued and worn as needed.
4. Employees in the Mechanical, Plumbing and Carpentry (to include locksmith and carpenters) will be issued uniforms to include chino pants, long sleeve shirts, and 2 pair of boots.
  - 4a. The painters will be issued 6 each industrial type white painter uniforms. Cleaning will be the responsibility of the employee.
  - 4b. The Stores and Console Operators will be issued 6 each navy blue “golf type” shirts. Cleaning will be the responsibility of the employee.
  - 4c. The Grounds Shop will be issued chino pants, long sleeve shirts and 2 pair of boots. Cleaning will be provided for these clothing articles. In addition, 6 each tee shirts with UMass logos will be issued for summer work, 2 each sweatshirts/polartec pullovers with UMass logos, one raincoat and a winter jacket. The employee will be responsible to clean these articles of clothing.
  - 4d. A three season jacket with a ‘polartec like’ liner will be provided to employees working outside. The cleaning and mending of the jacket will be the responsibility of the employee.
  - 4e. Employees in the Distribution, Receiving, Shipping and Transportation Department will be provided a uniform consistent with the guidelines outlined in this agreement. Protective gear currently provided to employees shall continue to be provided at the Department’s expense.
  - 4f. Employees in the Environmental Building Services Department shall continue to be provided uniforms consistent with Departmental guidelines. Employees in the Environmental Building Services Department shall receive a \$75 annual shoe allowance for the purchase of slip – resistant footwear.



AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

Personal Time

## MEMORANDUM OF AGREEMENT

The University of Massachusetts Medical School ("UMMS") and the American Federation of State, County and Municipal Employees Union Council 93, Local 2616 ("AFSCME" or "Union") hereinafter the "parties" enter into this Memorandum of Agreement ("Agreement") as full and final settlement regarding the use of Personal Time as described in Article 9, section 4A, "Paid Personal Time" of the collective bargaining agreement ("cba").

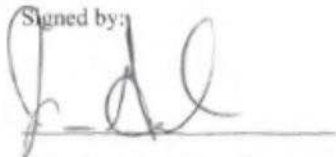
**WHEREFORE** the parties acknowledge and agree that on June 14, 2014, UMMS Facilities Management issued a memo which reiterated the cba Personal Time policy. This memo stated, "Effective July 1, 2014, Personal time per the contract must be preapproved. Any employee requesting personal time must do so in advance (minimum 24 hours). Should said employee need to take a personal day on the day needed, they will contact their manager to get approval. Should the manager indicate the matter is not satisfactory, the employee will report to work!"

**NOW THEREFORE**, the parties agree as follows:

1. AFSCME agrees to abide by the June 14, 2014 memo with the following addition:
2. During the fiscal year of July 1-June 30 and annually thereafter, employees may call one (1) time per fiscal year into the console operator less than 24 hours before the start of their shift indicating the need to use a paid personal day without prior approval from their manager.
3. The console will notify the manager of the employee's absence for a paid personal day. The manager will evaluate the work load and staffing needs. If the manager indicates that the employee is needed to come into work, then the manager will notify the employee that the paid personal day has been denied and the employee is to come into work for their regular shift and duties.
4. If the employee decides that he/she will not be coming into work then the employee will be in a "no-pay" status for that day. The no-pay day will not be subject to the progressive discipline process. The no-pay day will not be subject to grievance or arbitration. The parties agree that an arbitrator has no authority to hear a claim involving a no-pay status stemming from an employee who does not return to work for a non-approved personal day.
5. The parties agree that the no-pay day is not considered a paid personal day and the employee will still have their remaining credited number of paid personal days to use during the fiscal year.
6. Subsequent calls during the same fiscal year into the console operator that are less than 24 hours before the start of their shift will be subject to the progressive disciplinary process.
7. The parties agree that this Agreement is the full and final settlement of this issue and the Union agrees not to pursue this matter in any other forum(s).

8. Upon signature of this Agreement, the Union agrees to withdraw Grievance Case #15-01 from arbitration, with prejudice.
9. This Agreement is without precedence and will not be placed into evidence except for the enforcement of its terms and all matters involving paid personal days.

**THEREFORE**, the parties agree to these terms and conditions, unless amended or rescinded in writing and signed by the parties.

Signed by:   
UMass Medical School

Date: 10/26/15  Date: 10/26/15  
AFSCME, Local 2616

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

CDL Drug Testing

## MEMORANDUM OF AGREEMENT

The University of Massachusetts Medical School ("UMMS") and the American Federation of State County and Municipal Employees ("AFSCME" or "Union") hereinafter the "parties" enter into this Memorandum of Agreement ("Agreement") as full and final settlement regarding the Alcohol and Drug Testing program.

**WHEREFORE** The purpose of this document is to establish policy and procedure for the deterrence of alcohol and controlled substance misuse among employees of the transportation and service area of UMass Medical School.

This policy and procedure outline adheres to the requirements set forth by the Department of Transportation (DOT) 49. CFR, 40.382 the University's policy (06.06.04) on Drug and Alcohol abuse in the Workplace.

**WHEREFORE** the parties agree to the following terms:

**Guideline Summary:**

1) Employees who are required to hold a Commercial Driver's License (CDL), as specified in their State Form 30's position description to perform "safety sensitive" functions are subject to the University's Alcohol and Controlled Substance Testing program. The University has an obligation to ensure that drivers are alcohol and drug free. "Safety-sensitive" refers to any time a driver is actually driving, inspecting, servicing, unloading or loading a motor vehicle. Employees who utilize a CDL and operate the following types of vehicles are subject to this policy and procedure:

- a vehicle in excess of 26,000, GVWR;
- a vehicle designed to carry 16 or more passengers (including the driver);
- any size vehicle when used for the transportation of a placarded amount of hazardous materials.

**Action:**

Types and Definitions of Testing Utilized under this Procedure:

A) Alcohol Testing

1) A driver shall only be tested while the driver is performing safety sensitive functions, immediately prior to performing, or immediately after performing safety sensitive functions.

2) Alcohol: intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

#### B) Controlled Substance Testing

1) Drug testing may be performed at any time while the driver is at work for the University. The driver may be performing overtime, clerical or mechanical repair duties at the time of the notification.

2) Controlled Substance: for this policy and procedure, the terms “drugs” and “controlled substance” are interchangeable. Unless otherwise specified, these terms refer to:

- marijuana (THC)
- cocaine
- opiates
- benzodiazepines
- suboxone
- methadone
- phencyclidine (PCP)
- amphetamines, including methamphetamine
- MDMA (Ecstasy or Molly)

#### C) Confirmation testing

1) Alcohol testing: a second test, following a screening test with a result of 0.04 or greater that provides quantitative data of alcohol concentration.

2) Controlled substance testing: a second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principle from that of the screening test.

#### D) Random testing

Selection of drivers shall be made by a computer-based random number generator that is matched with the driver’s social security number or employee number (whichever the employee has identified to be used). Random tests are unannounced. Drivers selected for a random test are transported immediately to the testing site upon notification of being selected. If a driver, who is selected for a random test, is on vacation, lay-off, or extended leave, the University may select another driver for testing or keep the original selection until the driver returns.

#### E) Reasonable Suspicion testing (fitness for duty)

1) A driver is required to submit to an alcohol or controlled substance test when the University has reasonable suspicion to believe the driver has violated the prohibitions of the DOT regulations. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

*(certified pursuant to  
the D.O.T. regulations)  
MAB  
ASB*

2) Two trained supervisors are required to make the observations as stated in the above paragraph to warrant a reasonable suspicion drug test.

F) Post-accident Testing

In accidents that result in property damage, personal injury, injury that result in anyone being removed from the scene to receive medical treatment, or fatality, a driver will be sent for immediate testing. Drivers will not be allowed to return to work until the results for testing are available.

G) Return-to-Duty

1) After engaging in prohibited conduct regarding alcohol misuse, a driver shall undergo a "return-to-duty" alcohol test before performing a safety-sensitive function. The test results must indicate a breath alcohol concentration of less than 0.04. This test must be authorized by the MRO or SAP only. The MRO will contact the Director of Labor Relations regarding the results.

2) After engaging in prohibited conduct regarding drug use, a driver shall under-go a "return-to-duty" drug test before performing a safety-sensitive function. The test results must indicate a verified negative result for drug use. This test must be authorized by the MRO or SAP only. The MRO will contact the Director of Labor Relations regarding the results.

H) "Refusal to Submit"

A driver will automatically be found to refuse to submit when they voluntarily fail to:

A) Provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing in accordance with the DOT regulations,

B) Provide adequate urine for controlled substance testing without a valid medical explanation after he/she has received notice of the requirement for urine testing in accordance with the DOT regulations,

And...

C) Engages in conduct that clearly obstructs the testing process.

PROHIBITED CONDUCT:

Alcohol and Controlled Substance Related Conduct Prohibited Under Policy & Procedure

1) Alcohol Prohibition:

A) A driver may not report for duty or stay on safety-sensitive duty:

- with an alcohol concentration of 0.04 or greater.
- if in possession of alcohol (unless is being transported)
- if using alcohol
- within four (4) hours of using alcohol

B) A driver who has had an accident may not use alcohol until post-accident testing is done or for a period of eight (8) hours, whichever comes first.

## 2) Controlled Substance Prohibition:

A) Drivers may not report for duty or stay on safety-sensitive duty while using any controlled substance. The exception to this ruling is if a physician has prescribed the substance and has advised the driver it does not interfere with the ability to safely operate a motor vehicle.

B) Drivers may not report for duty or stay on safety-sensitive duty if they have tested positive for a controlled substance.

C) The University requires drivers to report the use of any therapeutic drugs to their immediate manager and either the Medical Review Officer and/or the SAP as necessary.

D) Any supervisor, having knowledge of a positive alcohol or controlled substance test for his/her employee, and allowing the driver to perform a safety-sensitive function shall be subject to disciplinary action. Any employee is obligated to report knowledge of someone working under the influence of alcohol or a controlled substance.

## CONSEQUENCE OF POSITIVE TEST RESULTS:

1) A driver shall neither perform, nor be permitted to perform, a safety-sensitive function if any of the prohibitions are violated.

2) The driver must be advised by the University of the resources available in evaluating and resolving the problem. This advisory must include the names, addresses and telephone numbers of the substance abuse professionals and counseling and treatment programs.

3) The driver will be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and drug use.

4) Before returning to duty, the driver will undergo a "return-to-duty test" for:

A) Alcohol, if the prohibited conduct involved alcohol, with a result of less than 0.04; or

B) Drugs, if the conduct involved drugs with a verified negative result.

5) In addition, if the driver is identified as needing assistance in resolving the problem, the driver must:

A) Be evaluated by the SAP or MRO to determine that the driver properly followed any prescribed rehabilitation program, and

B) Be subject to unannounced "follow-up alcohol and drug tests" administered by the University following the driver's return to duty. The number and frequency of the tests are to be determined by the substance abuse professional, but must consist of at least six tests during the first 12 months following the driver's return to duty. Follow-up testing may be done for up to 60 (total) months. *36 max*  
*DLB*

6) "Follow-up" and "return-to-duty" tests are not confined to the substance involved in the violation. If the substance abuse professional determines that a driver needs assistance with a poly-substance abuse problem, the substance abuse professional may require, for example, alcohol tests to be performed along with the required drug tests after the driver has violated the drug testing prohibition.

#### F. IMPLEMENTATION OF DISCIPLINARY ACTION:

Employees in positions which require the possession of a Commercial Driver's License (CDL) shall be subject to the following disciplinary actions regardless of the percentage of time the employee performs tasks utilizing the CDL.

A) Refusal to test will result in discharge. Refusal to test is defined as follows:

- 1) Failure to participate in the testing procedure when requested.
- 2) Failure to provide adequate breath for testing without a valid medical explanation.
- 3) Failure to provide adequate urine for controlled substance testing without a valid medical explanation.
- 4) Engaging in conduct that clearly obstructs the testing program.

B) Positive test results

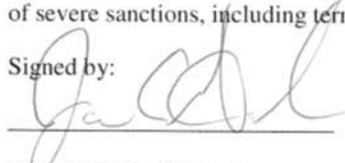
1) In the first instance, will result in a suspension without pay until the employee has met with the SAP for an evaluation and successfully completed a return-to-duty test. Failure to meet with the SAP will result in discharge. At a minimum, the employee will serve a twenty (20) work day suspension without pay. The employee may utilize all available compensatory time, vacation, and personal accruals in that order so that the employee may be paid during a maximum of fifteen (15) work days of the twenty work day unpaid suspension. The employee may be required to remain out of work on an unpaid status based upon the recommendations of the SAP.

If the employee cannot return, based upon the SAP recommendation, within sixty (60) work days, UMMS may terminate the employee at any time after the sixty day period has ended.

2) The second instance of a positive test result within 36 months from the first positive test result will result in discharge.

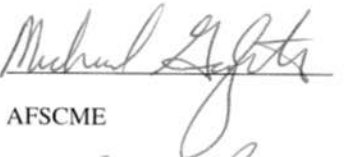
C) Other violations of the University's Drug and Alcohol Policy will be addressed on a case-by-case basis in a progressive discipline manner. However, some violations may require imposition of severe sanctions, including termination, in the first instance.

Signed by:



Date: 4/8/15

UMass Medical School



Date: 4-8-15

AFSCME



4-8-15

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

Inclement Weather PPE

## MEMORANDUM OF AGREEMENT

The University of Massachusetts Medical School ("UMMS") and the American Federation of State, County and Municipal Employees Union Council 93, Local 2616 ("AFSCME" or "Union") hereinafter the "parties" enter into this Memorandum of Agreement ("Agreement") as full and final settlement regarding the use of clothing to be used during inclement weather augmenting the Personal Protective Equipment ("PPE") and Uniform Requirements Agreement of the collective bargaining agreement ("cba").

**WHEREFORE** the parties acknowledge and agree that UMMS Facilities Management proposed a plan to get groups of volunteers who will be sent outside to assist the Grounds crew with snow removal. In response, AFSCME filed grievance #15-12 citing Article 22 of the cba that grievants were unsafe and sent out in blizzard conditions without proper protective clothing.

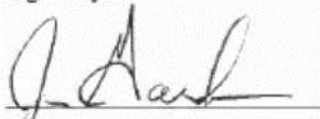
**NOW THEREFORE**, the parties agree as follows:

1. UMMS will ask for twelve (12) volunteers, who will be designated as "Team A", to assist with snow removal. Team A will be placed on stand-by status and will be subject to Article 8, section 6 "Stand-By" of the cba.
2. UMMS will then ask for an additional twelve (12) volunteers, who will be designated as "Team B", they will be used as a backup team in the event that additional staffs are required for snow removal operations. Team B individuals will not be placed on stand-by status unless they are notified by Facility Management at least 24 hours in advance.
3. UMMS will provide all essential employees (exception is grounds department) with a winter clothing allowance not to exceed \$200 per employee. Employees must submit receipts as proof of purchase. Winter clothing will be replaced on an "as needed" basis – any clothing to be replaced must be returned to UMMS to be eligible for replacement. If the clothing cannot be returned then UMMS will not replace it.
4. All winter clothing supplied by UMMS to Team B and all essential workers will be kept on-site and will be readily available when needed.
5. The parties agree that an arbitrator has no authority to hear a claim stemming from an employee who is sent out for snow removal who has been supplied with PPE or who has been selected for snow removal as a Team B volunteer.
6. The parties agree that the effective date of this Agreement shall be the date that this Agreement is signed by all parties.
7. This Agreement is the full and final settlement of this issue and the Union agrees not to pursue this matter in any other forum(s).

8. Upon signature of this Agreement, the Union agrees to withdraw, with prejudice, Grievance Case #15-12 from arbitration.
9. This Agreement is without precedence and will not be placed into evidence except for the enforcement of its terms and all matters involving PPE and the safety of the snow removal volunteers.

**THEREFORE**, the parties agree to these terms and conditions, unless amended or rescinded in writing and signed by the parties.

Signed by:



UMass Medical School

Date: 12/8/15



Date: 12/8/15

AFSCME, Local 2616

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

Fees for Professional Licensure Classes

## MEMORANDUM OF AGREEMENT

The University of Massachusetts Medical School ("UMMS") and the American Federation of State, County and Municipal Employees Union Council 93, Local 2616 ("AFSCME" or "Union") hereinafter the "parties" enter into this Memorandum of Agreement ("Agreement") as full and final settlement regarding training fees for professional licensure classes.

**WHEREFORE** the parties acknowledge and agree that the certain AFSCME members will require attending classes and training seminars in order to obtain maintain and renew their professional licenses.

**NOW THEREFORE**, the parties agree as follows:

1. For all union members who need to obtain or maintain a Massachusetts professional license; UMMS will pay the fees for all training & class material. However, UMMS will not pay or reimburse the fee to renew or obtain the Massachusetts professional license.
2. For all union members needing to obtain continuing education, UMMS (Facilities Maintenance) will agree to allow AFSCME member to attend the training session and UMMS will cover half the class time as hours worked.
3. Any other future needs for classes; training, training materials and licensing fees will be addressed as they arise.
4. The parties agree that this Agreement is the full and final settlement of this issue and the Union agrees not to pursue this matter in any other forum(s).
5. This Agreement is without precedence and will not be placed into evidence except for the enforcement of its terms and all matters involving fees associated with training classes, materials and licensure fees for UMMS skilled laborers.

Signed by:  Date: 12/8/15  
UMass Medical School

 Date: 12/8/15  
AFSCME, Local 2616

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

Essential Employees and Inclement Weather

## MEMORANDUM OF AGREEMENT

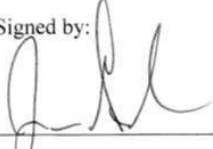
The University of Massachusetts Medical School ("UMMS") and the American Federation of State, County and Municipal Employees Union Council 93, Local 2616 ("AFSCME" or "Union") hereinafter the "parties" enter into this Memorandum of Agreement ("Agreement") as full and final settlement regarding the notification guidelines that Essential Employees will supply to Facilities Management when said employee cannot stay at work when inclement weather or other hazardous conditions require them to stay at work.

**WHEREFORE** the parties acknowledge and agree that UMMS policy 06.05.08 defines Essential Employees are those employees who are required to be at work in order to maintain essential and operational functions during inclement weather or other severe conditions.

**WHEREFORE** the parties acknowledge and agree that pursuant to Article 8, sec 2, K. of the collective bargaining agreement ("cba") states: "An employee may not refuse to perform compulsory overtime except for reasons acceptable to the VCAF when it is determined by the VCAF that the work must be performed on an overtime period or involves the protection of persons or property of the Employer."

**WHEREFORE** the parties agree to settle this matter pursuant to the following terms:

1. In the face of inclement weather or other severe conditions, Essential Employees will notify Facility Management within 30 minutes from the start of their shift of any appointments, family obligations, and/or other unavailable reason that the employee cannot meet the definition of an Essential Employee.
2. In the face of inclement weather or other severe conditions, Essential Employees will notify Facility Management as soon as they are made aware of any emergency situation which would be a cause for them to leave and not meet the definition of an Essential Employee.
3. Each qualifying situation will be reviewed by Facility Management and should the employee not be granted permission to leave, yet the employee leaves the campus during an inclement weather or other hazardous condition, the employee will be subject to disciplinary action.
4. The parties agree that this Agreement is the full and final settlement of this issue and the Union agrees not to pursue this matter in any other forum(s).
5. This Agreement is without precedence and will not be placed into evidence except for the enforcement of its terms and all matters involving Essential Employees.

Signed by:   
Date: 12/19/14  
UMass Medical School

  
Date: 12-19-14  
AFSCME, Local 2616

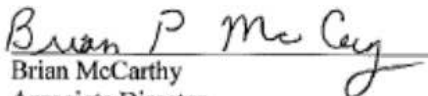
AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
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AFSCME COUNCIL 93, LOCAL 2616

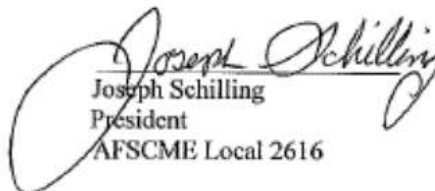
Uniforms

Memorandum of Understanding

On this day, 21 of December 2010, the UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL (hereinafter "EMPLOYER") and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 2616 (hereinafter "UNION") agree to the following terms and conditions:

1. This Memorandum of Understanding is a clarification of the uniform requirements for the AFSCME members within the area of responsibility of Brian McCarthy, Associate Director of Facilities Maintenance.
2. The intent of the uniform requirements is for all employees to wear a uniform that presents a professional customer service operation.
3. Said AFSCME members will button their shirt except for the highest one or two buttons including the collar button.
4. Said AFSCME members will be allowed to change out of the supplied uniforms ten (10) minutes before the end of their shift.
5. Said AFSCME members may roll their sleeves up no further than immediately above the elbow only when ARC Flash is not a concern.
6. Said AFSCME members may only wear a white, gray, black or navy blue tee shirt under their uniform.
7. Said AFSCME members may remove their supplied uniform shirt and wear only a tee shirt if working within the confines of a warm/hot mechanical room as defined by a room with an ambient temperature in excess of seventy-four (74) degrees. The shirt must be worn tucked in upon leaving the mechanical room.
8. Boots will be replaced on an as-needed basis with the old boots being turned into a member of management.

  
Brian McCarthy  
Associate Director  
Facilities Maintenance

  
Joseph Schilling  
President  
AFSCME Local 2616

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

Grounds Crew and Shovelers

Settlement Agreement


Whereas the University of Massachusetts Medical School (UMMS) and AFSCME, Council 93 are desirous of resolving the matters in dispute in case AAA case # 11390 01722 06 and SUP 06-5292, the parties agree in full and final settlement that:

1. AFSCME, Council 93 agrees to withdraw, with prejudice, the above referenced matters from further review or consideration before the American Arbitration Association and the Massachusetts Labor Relations Commission.
2. UMMS agrees to provide an appropriate meal benefit to volunteer shovelers and to also extend meals to Grounds Crew called into work on an overtime basis for a snow emergency. Volunteer shovelers and Grounds Crew will qualify for the benefit after a period of six (6) or more hours of work on site. Shovelers and Grounds crew shall be entitled to no more than one (1) meal benefit per eight (8) hours of overtime work during a snow emergency.
3. A snow emergency shall be defined as the period of time that volunteer snow shovelers are called in to perform work on an overtime basis and shall not include regularly scheduled overtime assigned to grounds crew following a snow event.
4. The terms of this resolution are entered into without any express or implied admission that the University or its agents have violated the law or the parties' collective bargaining Agreement. Furthermore, neither the terms nor the execution of this Settlement Agreement shall prejudice the parties in any fashion or shall such be deemed to be precedential.
5. AFSCME and any and all grievant(s) agree to release and forever discharge the University and its agents from any and all causes of action whatsoever, of every name and nature, both in law and equity which may arise out of the subject matter of this claim.
6. AFSCME and the grievant(s) agree that the terms and conditions of the Settlement Agreement are strictly confidential, except to enforce the terms of this agreement, and that they shall not be disseminated or published. It is also agreed that the above-referenced matters shall be withdrawn, with prejudice, from further consideration as set out above.

For UMMS

 5/15/07  
\_\_\_\_\_  
Louis Scrima                      Date

For AFSCME Council 93, Local 2616

 5-15-07  
\_\_\_\_\_  
Joe Schilling                      Date

AGREEMENT  
between  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
and  
AFSCME COUNCIL 93, LOCAL 2616

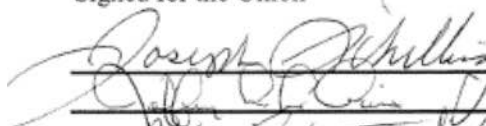
Doctors Notes

**Settlement Agreement between AFSCME Counsel 93 of Case  
# 113900093505 (2005-118-HE-MF (05-19) and UMMS**

Where as the parties to this matter seek to amicably resolve their differences, it is agreed that the blanket requirement of December 2004, that all employees that were required to submit doctors notes will be rescinded. It is also agreed and understood that under the terms of Article 3, Management Rights, of the parties agreement that management may establish reasonable rules and regulations as it deems necessary.

The union agrees to withdraw, with prejudice, its grievance from arbitration.

Signed for the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: November 16, 2006

For the University Medical School

  
\_\_\_\_\_  
Dated: November 16, 2006

### **Letter of Understanding for Performance Evaluations 2009**

Appendix E shall be modified to create a five point rating system to include departmental goals and targets. All performance evaluations shall be done on a fixed schedule for the bargaining unit and shall no longer be tied to an employee's anniversary date in title. A special side table shall be formed to create a comprehensive performance evaluation form. A working group of management and union representatives will work to create a new evaluation form, which will be subject to ratification by the parties.



## APPENDIX A

### AFSCME REQUEST TO CASH IN SICK TIME

I hereby request to cash in \_\_\_\_\_ hours as provided by article 9, Section 1(P), Earned Time of the AFSCME contract. I understand in order to exercise this option, I must cash in all sick days allowed according to the chart below.

Annual Sick Leave Used	Cash in Allowed
0 Hours	48 Hours
8 Hours	40 Hours
16 Hours	32 Hours
24 Hours	24 Hours
32 Hours	16 Hours
40 Hours	8 Hours

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID # or Social Security #

\_\_\_\_\_  
Date

**Please forward the completed form to the Office of Labor and Employee Relations by May 1<sup>st</sup> of the fiscal year requested.**

**APPENDIX B**

**REQUEST FOR EXTENSION OF SICK LEAVE FORM**

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---

To Be Forwarded by the Employee to the VCAF

- A. NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_
- B. DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_ JOB GRADE: \_\_\_\_\_
- C. DATE OF INITIAL EMPLOYMENT AT UMMS: \_\_\_\_\_
- D. TOTAL NUMBER OF WORKING DAYS REQUESTED: \_\_\_\_\_
- FROM: MONTH: \_\_\_\_\_ DAY: \_\_\_\_\_
- TO: MONTH: \_\_\_\_\_ DAY: \_\_\_\_\_
- E. WORKING DAYS OFF THE PAYROLL PRIOR TO REQUEST FOR LEAVE:
- FROM: MONTH: \_\_\_\_\_ DAY: \_\_\_\_\_
- TO: MONTH: \_\_\_\_\_ DAY: \_\_\_\_\_

ATTACHMENTS:

1. Statement from physician indicating the nature of the illness and the anticipated date of return to full time duties.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

---

---

**To be completed by the VCAF and returned to Employee**

- A. DATE RECEIVED BY THE VCAF: \_\_\_\_\_
- B. DATE OF DECISION BY THE VCAF: \_\_\_\_\_
- C. COO'S DECISION: ☐ APPROVED ☐ DISAPPROVE

\_\_\_\_\_  
Signature of the VCAF

\_\_\_\_\_  
Date

## APPENDIX C

### TEMPORARY WORK ASSIGNMENT FORM

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

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

---

Name of Employee

---

Area of Assignment

---

Shift

---

Title of Present Position

---

Title of Higher Rated Position to which you have been assigned

---

Effective Date of Assignment

---

Signature of Employee

---

Date of Signature

---

#### IMMEDIATE SUPERVISOR

---

Name of Immediate Supervisor

---

Area of Responsibility

---

Date Form Received from Employee

---

Employee's Present Title

---

Title of higher position that you assigned employee to

---

Effective Date of Assignment

---

Previous Incumbent of Position

Reason for Assignment: \_\_\_\_\_

Anticipated Duration of Assignment: \_\_\_\_\_

---

Signature of Immediate Supervisor

---

Date of Signature

---

Signature of Department Head

---

Date of Signature

**IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE DIRECTOR OF LABOR AND EMPLOYEE RELATIONS AFTER OBTAINING THE SIGNATURE OF THE DEPARTMENT HEAD.**

REQUEST TO APPEAL CLASSIFICATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

I, \_\_\_\_\_ hereby appeal my current classification title, \_\_\_\_\_ under the provisions of Chapter 30, Section 49 of the Massachusetts General Laws. I believe that the classification title of \_\_\_\_\_ appropriately describes my duties and responsibilities.

The general reason(s) for this appeal is (are): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I submit the following information to assist in the processing of my appeal:

Home Address: \_\_\_\_\_ Tel # \_\_\_\_\_

Work Address: \_\_\_\_\_ Tel # \_\_\_\_\_

Name and Address of Union Representative (optional): \_\_\_\_\_  
\_\_\_\_\_

My position (check one) has ☐ has not ☐ been reviewed through the classification maintenance process.

Sincerely,

\_\_\_\_\_  
Your Signature

cc: Council 93

DATE: \_\_\_\_\_

APPENDIX E

**PERFORMANCE EVALUATION FOR AFSCME EMPLOYEE**

**EVALUATION STATUS**

_____ 3 Month Probationary	NAME _____
_____ 5 Month Probationary	TITLE _____
_____ Probation Extension End	DEPARTMENT _____
_____ Annual/Year _____	ANNIVERSARY DATE IN UMMS SERVICE _____
_____ Other/Year _____	ANNIVERSARY DATE IN TITLE _____

**DEFINITION FOR RATING TO BE APPLIED**

- |                            |                                                      |
|----------------------------|------------------------------------------------------|
| 1. MEETS STANDARDS         | Accomplished goals; meets departmental standards     |
| 2. NEEDS IMPROVEMENT       | Below average performance but potentially acceptable |
| 3. DOES NOT MEET STANDARDS | Many goals unrealized or many tasks not performed    |
| 4. NOT APPLICABLE (N/A)    | Not applicable to the job                            |

**SPECIFIC  
EXAMPLES MAY  
BE CITED IN THE  
SPACE PROVIDED  
FOR COMMENTS  
AND MUST BE  
CITED WHEN  
CATEGORIES 2 OR  
3 ARE CHECKED**

QUALITY AND QUANTITY OF WORK	1. MEETS STANDARDS	2. NEEDS IMPROVEMENT	3. DOES NOT MEET STANDARDS	4. N/A
A. Demonstrates knowledge of the job				
B. Amount of work accomplished				
C. Performs work with accuracy				
D. Work is neat and presentable				
E. Work is thorough				
F. Organizes work appropriately				
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS:				

<b>WORK HABITS:</b>	1. MEETS STANDARDS	2. NEEDS IMPROVEMENT	3. DOES NOT MEET STANDARDS	4. N/A
A. Is regular in attendance at work				
B. Observes established working hours				
C. Completes work on time				
D. Demonstrates the ability to work without supervision				
E. Complies with departmental and institution policies				
F. Complies with instructions, rules and regulations, including health and safety precautions				
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS:				
<b>WORK ATTITUDES</b>	1. MEETS STANDARDS	2. NEEDS IMPROVEMENT	3. DOES NOT MEET STANDARDS	4. N/A
A. Endeavors to improve work techniques				
B. Accepts new ideas, procedures				
C. Accepts constructive criticism and suggestions				
D. Accepts responsibility				
E. Adapts to emergency situations				
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS:				

RELATIONSHIPS WITH OTHERS:	1. MEETS STANDARDS	2. NEEDS IMPROVEMENT	3. DOES NOT MEET STANDARDS	4. N/A
A. Works well with co-workers				
B. Works well with the public				
C. Cooperates with supervisors and other staff members				
D. Observes established channels of Communication				
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS:				
SUPERVISORY ABILITY (where applicable)	1. MEETS STANDARDS	2. NEEDS IMPROVEMENT	3. DOES NOT MEET STANDARDS	4. N/A
A. Demonstrates leadership ability				
B. Makes timely decisions				
C. Is fair and impartial in relationship with subordinates				
D. Trains and instructs subordinates				
E. Maintains acceptable performance standards among employees				
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS:				

**COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:**

Recommendations:

\_\_\_\_\_ Retention (probationary)  
\_\_\_\_\_ Dismissal (probationary)  
\_\_\_\_\_ Extend Probation  
\_\_\_\_\_ No action required  
\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Signature and Title\_\_\_\_\_  
Date

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Comments of Employee:\_\_\_\_\_  
Date of Discussion with Supervisor

Evaluation)

\_\_\_\_\_  
Signature of Employee Being Evaluated

(Does not imply agreement or disagreement with

---

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**COMMENTS OF DEPARTMENT HEAD REVIEWING EVALUATION:**

\_\_\_\_\_ Meets Standards

\_\_\_\_\_ Does Not Meet Standards

Recommendations:

\_\_\_\_\_ Retention (Probationary)

\_\_\_\_\_ Dismissal (Probationary)

\_\_\_\_\_ Extend Probation

\_\_\_\_\_ No Action Required

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Signature and Title\_\_\_\_\_  
Date

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Comments of Employee:

I have read the comments of my supervisor and department head

\_\_\_\_\_  
Signature of Employee\_\_\_\_\_  
Date

Appendix F



**HUMAN RESOURCES  
POLICY AND PROCEDURE**

Effective Date 09/01/99	Policy No. <b>6004</b>
Page 1 of 3	Revision No. N

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**DRUG AND ALCOHOL ABUSE IN THE WORKPLACE**

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**I. PURPOSE**

To maintain a work environment free from the effects of drug and alcohol abuse.

**II. APPLICATION**

All employees. If portions of this policy are covered by a collective bargaining agreement, employees should seek counseling from Human Resources to clarify policy applicability.

**III. POLICY**

Employees are prohibited from illegal use, sale dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances or alcohol at all buildings, grounds, and property owned, used or leased by the University of Massachusetts Medical School. In addition, employees may not report to work under the influence of alcohol or any other substance that will interfere with their ability to satisfactorily perform their job responsibilities.

An assistance program has been established to support employees towards recovery from alcohol and/or other drug dependence while assuring that job performance and attendance meet established standards.

**A. EMPLOYEE RESPONSIBILITIES**

1. It is the responsibility of all employees to maintain a working environment free from drug and alcohol abuse and to report any suspected violation of this policy to their supervisor.
2. An employee should report the use of prescription and over-the-counter drugs, which might interfere with his/her work performance.
3. Under no circumstances may an employee work under the influence of alcohol.
4. An employee selected for transfer who has not had a criminal record check in the last year, will be asked to complete the **Consent for Access to Criminal Offender Record Information** to authorize a check. for prior convictions and pending cases. (Form # HR 048)

5. As a condition of employment, employees are required to abide by this policy and the DRUG-FREE WORKPLACE policy and must notify the Director of Labor and Employee Relations of any criminal drug statute convictions, including a plea of nolo contendere (no contest), no later than five days after such conviction.
6. An employee will be subject to disciplinary action up to and including termination for violations of this policy

B. OBSERVED BEHAVIORS ASSOCIATED WITH ALCOHOL AND/OR DRUG USE

1. If an employee is suspected of being under the influence, the supervisor should consult with his/her department head and the Labor and Employee Relations Office.
2. After consultation, it will be determined if a fitness evaluation to continue to work is appropriate.
  - a. If a fitness evaluation is deemed unnecessary and there is no violation of this policy, the employee may return to work.
  - b. If the supervisor determines that a fitness evaluation is required, s/he must make the necessary arrangements for the evaluation and must escort the employee to the location where the evaluation will occur.
3. An employee who refuses to submit to a fitness for duty evaluation or whose evaluation determines that performance is impaired will be required to leave the premises and will be subject to disciplinary action.
4. An employee suspected of being under the influence may not leave without assistance. The Public Safety Office must be notified if an employee insists on leaving the premises unassisted and/or without safe transportation.
5. If the information indicates an employee was unfit for work because of alcohol or other drugs, the employee will be required to have a substance abuse assessment. The recommendations of the assessment will be forwarded to the Director of Labor and Employee Relations.
6. An employee may be terminated if the employee refuses to accept the recommendations of the assessment or fails to abide by the treatment program guidelines.

DRUG AND ALCOHOL ABUSE IN THE WORKPLACE	Page 3 of 3	Policy No. 6004
--------------------------------------------	-------------	-----------------

C. DIVERTING AND ILLEGALLY DISPENSING DRUGS

1. When an employee is suspected of diverting and/or illegally dispensing drugs, the employee's supervisor immediately must notify the department head, and the Labor and Employee Relations Office.
2. The Director of Pharmacy must be notified whenever it is suspected that drugs have been diverted or illegally dispensed.
3. When appropriate, the issue will be referred to Public Safety.
4. An investigation will be conducted. An employee under investigation may be placed on paid Administrative Leave.
5. If the investigation finds the employee diverted and/or illegally dispensed drugs, the violation can result in disciplinary action up to and including termination.

D. ASSISTANCE

1. An employee experiencing work related or personal problems resulting from alcohol or drug abuse or dependency may contact the Employee Assistance Program for a brief and confidential assessment and the names of possible referrals.
2. For the purpose of participating in a substance abuse rehabilitation program, an employee may request a leave.

IV. OTHER RELATED POLICIES

[Attendance and Punctuality](#)  
[Disciplinary Action](#)  
[Drug-Free Workplace](#)  
[Employee Assistance Program](#)  
[Family and Medical Leave](#)  
[Performance Appraisal](#)  
[Preventing Hostility and Violence in the Workplace](#)  
[Reference and Criminal Record Checks](#)

APPROVALS:

- 1) Kathryn M. Fisk 09/01/99  
ASSOCIATE VICE CHANCELLOR, HUMAN RESOURCES DATE
- 2) Thomas Manning 09/01/99  
Vice Chancellor of Operations and Commonwealth Medicine DATE

**University of Massachusetts Medical School**

**AFSCME Salary Chart W2A**

**Pay Rates Effective the First Full Pay Period Following July 1, 2020:**

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Promotional Factor	Step Increment
8	Hourly	\$13.37	\$14.25	\$15.13	\$16.01	\$16.89	\$17.77	\$18.65	\$19.53	\$0.44	\$0.88
	Bi-Weekly	\$1,069.60	\$1,140.00	\$1,210.40	\$1,280.80	\$1,351.20	\$1,421.60	\$1,492.00	\$1,562.40		
	Yearly	\$27,809.60	\$29,640.00	\$31,470.40	\$33,300.80	\$35,131.20	\$36,961.60	\$38,792.00	\$40,622.40		\$1,830.40
9	Hourly	\$16.49	\$17.16	\$17.83	\$18.50	\$19.17	\$19.84	\$20.51	\$21.18	\$0.34	\$0.67
	Bi-Weekly	\$1,319.20	\$1,372.80	\$1,426.40	\$1,480.00	\$1,533.60	\$1,587.20	\$1,640.80	\$1,694.40		
	Yearly	\$34,299.20	\$35,692.80	\$37,086.40	\$38,480.00	\$39,873.60	\$41,267.20	\$42,660.80	\$44,054.40		\$1,393.60
10	Hourly	\$17.15	\$17.86	\$18.57	\$19.28	\$19.99	\$20.70	\$21.41	\$22.12	\$0.36	\$0.71
	Bi-Weekly	\$1,372.00	\$1,428.80	\$1,485.60	\$1,542.40	\$1,599.20	\$1,656.00	\$1,712.80	\$1,769.60		
	Yearly	\$35,672.00	\$37,148.80	\$38,625.60	\$40,102.40	\$41,579.20	\$43,056.00	\$44,532.80	\$46,009.60		\$1,476.80
11	Hourly	\$17.76	\$18.53	\$19.30	\$20.07	\$20.84	\$21.61	\$22.38	\$23.15	\$0.39	\$0.77
	Bi-Weekly	\$1,420.80	\$1,482.40	\$1,544.00	\$1,605.60	\$1,667.20	\$1,728.80	\$1,790.40	\$1,852.00		
	Yearly	\$36,940.80	\$38,542.40	\$40,144.00	\$41,745.60	\$43,347.20	\$44,948.80	\$46,550.40	\$48,152.00		\$1,601.60
12	Hourly	\$18.50	\$19.31	\$20.12	\$20.93	\$21.74	\$22.55	\$23.36	\$24.17	\$0.41	\$0.81
	Bi-Weekly	\$1,480.00	\$1,544.80	\$1,609.60	\$1,674.40	\$1,739.20	\$1,804.00	\$1,868.80	\$1,933.60		
	Yearly	\$38,480.00	\$40,164.80	\$41,849.60	\$43,534.40	\$45,219.20	\$46,904.00	\$48,588.80	\$50,273.60		\$1,684.80
13	Hourly	\$19.54	\$20.39	\$21.24	\$22.09	\$22.94	\$23.79	\$24.64	\$25.49	\$0.43	\$0.85
	Bi-Weekly	\$1,563.20	\$1,631.20	\$1,699.20	\$1,767.20	\$1,835.20	\$1,903.20	\$1,971.20	\$2,039.20		
	Yearly	\$40,643.20	\$42,411.20	\$44,179.20	\$45,947.20	\$47,715.20	\$49,483.20	\$51,251.20	\$53,019.20		\$1,768.00
14	Hourly	\$20.38	\$21.39	\$22.40	\$23.41	\$24.42	\$25.43	\$26.44	\$27.45	\$0.51	\$1.01
	Bi-Weekly	\$1,630.40	\$1,711.20	\$1,792.00	\$1,872.80	\$1,953.60	\$2,034.40	\$2,115.20	\$2,196.00		
	Yearly	\$42,390.40	\$44,491.20	\$46,592.00	\$48,692.80	\$50,793.60	\$52,894.40	\$54,995.20	\$57,096.00		\$2,100.80
15	Hourly	\$21.39	\$22.48	\$23.57	\$24.66	\$25.75	\$26.84	\$27.93	\$29.02	\$0.55	\$1.09
	Bi-Weekly	\$1,711.20	\$1,798.40	\$1,885.60	\$1,972.80	\$2,060.00	\$2,147.20	\$2,234.40	\$2,321.60		

	Yearly	\$44,491.20	\$46,758.40	\$49,025.60	\$51,292.80	\$53,560.00	\$55,827.20	\$58,094.40	\$60,361.60		\$2,267.20
16	Hourly	\$22.55	\$23.76	\$24.97	\$26.18	\$27.39	\$28.60	\$29.81	\$31.02	\$0.61	\$1.21
	Bi-Weekly	\$1,804.00	\$1,900.80	\$1,997.60	\$2,094.40	\$2,191.20	\$2,288.00	\$2,384.80	\$2,481.60		
	Yearly	\$46,904.00	\$49,420.80	\$51,937.60	\$54,454.40	\$56,971.20	\$59,488.00	\$62,004.80	\$64,521.60		\$2,516.80
17	Hourly	\$23.90	\$25.15	\$26.40	\$27.65	\$28.90	\$30.15	\$31.40	\$32.65	\$0.63	\$1.25
	Bi-Weekly	\$1,912.00	\$2,012.00	\$2,112.00	\$2,212.00	\$2,312.00	\$2,412.00	\$2,512.00	\$2,612.00		
	Yearly	\$49,712.00	\$52,312.00	\$54,912.00	\$57,512.00	\$60,112.00	\$62,712.00	\$65,312.00	\$67,912.00		\$2,600.00
18	Hourly	\$25.01	\$26.35	\$27.69	\$29.03	\$30.37	\$31.71	\$33.05	\$34.39	\$0.67	\$1.34
	Bi-Weekly	\$2,000.80	\$2,108.00	\$2,215.20	\$2,322.40	\$2,429.60	\$2,536.80	\$2,644.00	\$2,751.20		
	Yearly	\$52,020.80	\$54,808.00	\$57,595.20	\$60,382.40	\$63,169.60	\$65,956.80	\$68,744.00	\$71,531.20		\$2,787.20
19	Hourly	\$26.35	\$27.76	\$29.17	\$30.58	\$31.99	\$33.40	\$34.81	\$36.22	\$0.71	\$1.41
	Bi-Weekly	\$2,108.00	\$2,220.80	\$2,333.60	\$2,446.40	\$2,559.20	\$2,672.00	\$2,784.80	\$2,897.60		
	Yearly	\$54,808.00	\$57,740.80	\$60,673.60	\$63,606.40	\$66,539.20	\$69,472.00	\$72,404.80	\$75,337.60		\$2,932.80
20	Hourly	\$27.76	\$29.20	\$30.64	\$32.08	\$33.52	\$34.96	\$36.40	\$37.84	\$0.72	\$1.44
	Bi-Weekly	\$2,220.80	\$2,336.00	\$2,451.20	\$2,566.40	\$2,681.60	\$2,796.80	\$2,912.00	\$3,027.20		
	Yearly	\$57,740.80	\$60,736.00	\$63,731.20	\$66,726.40	\$69,721.60	\$72,716.80	\$75,712.00	\$78,707.20		\$2,995.20
21	Hourly	\$29.04	\$30.59	\$32.14	\$33.69	\$35.24	\$36.79	\$38.34	\$39.89	\$0.78	\$1.55
	Bi-Weekly	\$2,323.20	\$2,447.20	\$2,571.20	\$2,695.20	\$2,819.20	\$2,943.20	\$3,067.20	\$3,191.20		
	Yearly	\$60,403.20	\$63,627.20	\$66,851.20	\$70,075.20	\$73,299.20	\$76,523.20	\$79,747.20	\$82,971.20		\$3,224.00
22	Hourly	\$30.46	\$32.10	\$33.74	\$35.38	\$37.02	\$38.66	\$40.30	\$41.94	\$0.82	\$1.64
	Bi-Weekly	\$2,436.80	\$2,568.00	\$2,699.20	\$2,830.40	\$2,961.60	\$3,092.80	\$3,224.00	\$3,355.20		
	Yearly	\$63,356.80	\$66,768.00	\$70,179.20	\$73,590.40	\$77,001.60	\$80,412.80	\$83,824.00	\$87,235.20		\$3,411.20
23	Hourly	\$32.00	\$33.70	\$35.40	\$37.10	\$38.80	\$40.50	\$42.20	\$43.90	\$0.85	\$1.70
	Bi-Weekly	\$2,560.00	\$2,696.00	\$2,832.00	\$2,968.00	\$3,104.00	\$3,240.00	\$3,376.00	\$3,512.00		
	Yearly	\$66,560.00	\$70,096.00	\$73,632.00	\$77,168.00	\$80,704.00	\$84,240.00	\$87,776.00	\$91,312.00		\$3,536.00

24	Hourly	\$33.48	\$35.26	\$37.04	\$38.82	\$40.60	\$42.38	\$44.16	\$45.94	\$0.89	\$1.78
	Bi-Weekly	\$2,678.40	\$2,820.80	\$2,963.20	\$3,105.60	\$3,248.00	\$3,390.40	\$3,532.80	\$3,675.20		
	Yearly	\$69,638.40	\$73,340.80	\$77,043.20	\$80,745.60	\$84,448.00	\$88,150.40	\$91,852.80	\$95,555.20		\$3,702.40
25	Hourly	\$34.91	\$36.77	\$38.63	\$40.49	\$42.35	\$44.21	\$46.07	\$47.93	\$0.93	\$1.86
	Bi-Weekly	\$2,792.80	\$2,941.60	\$3,090.40	\$3,239.20	\$3,388.00	\$3,536.80	\$3,685.60	\$3,834.40		
	Yearly	\$72,612.80	\$76,481.60	\$80,350.40	\$84,219.20	\$88,088.00	\$91,956.80	\$95,825.60	\$99,694.40		\$3,868.80
26	Hourly	\$36.19	\$38.14	\$40.09	\$42.04	\$43.99	\$45.94	\$47.89	\$49.84	\$0.98	\$1.95
	Bi-Weekly	\$2,895.20	\$3,051.20	\$3,207.20	\$3,363.20	\$3,519.20	\$3,675.20	\$3,831.20	\$3,987.20		
	Yearly	\$75,275.20	\$79,331.20	\$83,387.20	\$87,443.20	\$91,499.20	\$95,555.20	\$99,611.20	\$103,667.20		\$4,056.00
27	Hourly	\$37.60	\$39.61	\$41.62	\$43.63	\$45.64	\$47.65	\$49.66	\$51.67	\$1.01	\$2.01
	Bi-Weekly	\$3,008.00	\$3,168.80	\$3,329.60	\$3,490.40	\$3,651.20	\$3,812.00	\$3,972.80	\$4,133.60		
	Yearly	\$78,208.00	\$82,388.80	\$86,569.60	\$90,750.40	\$94,931.20	\$99,112.00	\$103,292.80	\$107,473.60		\$4,180.80

**University of Massachusetts Medical School**

**AFSCME Salary Chart W2A**

**Pay Rates Effective the First Full Pay Period Following Ratification (begins 5/23/21):**

<b>Grade</b>	<b>Pay Frequency</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Promotional Factor</b>	<b>Step Increment</b>
8	Hourly	\$13.64	\$14.54	\$15.44	\$16.34	\$17.24	\$18.14	\$19.04	\$19.94	\$0.45	\$0.90
	Bi-Weekly	\$1,091.20	\$1,163.20	\$1,235.20	\$1,307.20	\$1,379.20	\$1,451.20	\$1,523.20	\$1,595.20		
	Yearly	\$28,371.20	\$30,243.20	\$32,115.20	\$33,987.20	\$35,859.20	\$37,731.20	\$39,603.20	\$41,475.20		\$1,872.00
9	Hourly	\$16.82	\$17.51	\$18.20	\$18.89	\$19.58	\$20.27	\$20.96	\$21.65	\$0.35	\$0.69
	Bi-Weekly	\$1,345.60	\$1,400.80	\$1,456.00	\$1,511.20	\$1,566.40	\$1,621.60	\$1,676.80	\$1,732.00		
	Yearly	\$34,985.60	\$36,420.80	\$37,856.00	\$39,291.20	\$40,726.40	\$42,161.60	\$43,596.80	\$45,032.00		\$1,435.20
10	Hourly	\$17.49	\$18.22	\$18.95	\$19.68	\$20.41	\$21.14	\$21.87	\$22.60	\$0.37	\$0.73
	Bi-Weekly	\$1,399.20	\$1,457.60	\$1,516.00	\$1,574.40	\$1,632.80	\$1,691.20	\$1,749.60	\$1,808.00		
	Yearly	\$36,379.20	\$37,897.60	\$39,416.00	\$40,934.40	\$42,452.80	\$43,971.20	\$45,489.60	\$47,008.00		\$1,518.40
11	Hourly	\$18.12	\$18.91	\$19.70	\$20.49	\$21.28	\$22.07	\$22.86	\$23.65	\$0.40	\$0.79
	Bi-Weekly	\$1,449.60	\$1,512.80	\$1,576.00	\$1,639.20	\$1,702.40	\$1,765.60	\$1,828.80	\$1,892.00		
	Yearly	\$37,689.60	\$39,332.80	\$40,976.00	\$42,619.20	\$44,262.40	\$45,905.60	\$47,548.80	\$49,192.00		\$1,643.20
12	Hourly	\$18.87	\$19.70	\$20.53	\$21.36	\$22.19	\$23.02	\$23.85	\$24.68	\$0.42	\$0.83
	Bi-Weekly	\$1,509.60	\$1,576.00	\$1,642.40	\$1,708.80	\$1,775.20	\$1,841.60	\$1,908.00	\$1,974.40		
	Yearly	\$39,249.60	\$40,976.00	\$42,702.40	\$44,428.80	\$46,155.20	\$47,881.60	\$49,608.00	\$51,334.40		\$1,726.40
13	Hourly	\$19.93	\$20.80	\$21.67	\$22.54	\$23.41	\$24.28	\$25.15	\$26.02	\$0.44	\$0.87
	Bi-Weekly	\$1,594.40	\$1,664.00	\$1,733.60	\$1,803.20	\$1,872.80	\$1,942.40	\$2,012.00	\$2,081.60		
	Yearly	\$41,454.40	\$43,264.00	\$45,073.60	\$46,883.20	\$48,692.80	\$50,502.40	\$52,312.00	\$54,121.60		\$1,809.60
14	Hourly	\$20.79	\$21.82	\$22.85	\$23.88	\$24.91	\$25.94	\$26.97	\$28.00	\$0.52	\$1.03
	Bi-Weekly	\$1,663.20	\$1,745.60	\$1,828.00	\$1,910.40	\$1,992.80	\$2,075.20	\$2,157.60	\$2,240.00		
	Yearly	\$43,243.20	\$45,385.60	\$47,528.00	\$49,670.40	\$51,812.80	\$53,955.20	\$56,097.60	\$58,240.00		\$2,142.40
15	Hourly	\$21.82	\$22.93	\$24.04	\$25.15	\$26.26	\$27.37	\$28.48	\$29.59	\$0.56	\$1.11
	Bi-Weekly	\$1,745.60	\$1,834.40	\$1,923.20	\$2,012.00	\$2,100.80	\$2,189.60	\$2,278.40	\$2,367.20		
	Yearly	\$45,385.60	\$47,694.40	\$50,003.20	\$52,312.00	\$54,620.80	\$56,929.60	\$59,238.40	\$61,547.20		\$2,308.80
16	Hourly	\$23.00	\$24.24	\$25.48	\$26.72	\$27.96	\$29.20	\$30.44	\$31.68	\$0.62	\$1.24
	Bi-Weekly	\$1,840.00	\$1,939.20	\$2,038.40	\$2,137.60	\$2,236.80	\$2,336.00	\$2,435.20	\$2,534.40		
	Yearly	\$47,840.00	\$50,419.20	\$52,998.40	\$55,577.60	\$58,156.80	\$60,736.00	\$63,315.20	\$65,894.40		\$2,579.20

17	Hourly	\$24.40	\$25.68	\$26.96	\$28.24	\$29.52	\$30.80	\$32.08	\$33.36	\$0.64	\$1.28
	Bi-Weekly	\$1,952.00	\$2,054.40	\$2,156.80	\$2,259.20	\$2,361.60	\$2,464.00	\$2,566.40	\$2,668.80		
	Yearly	\$50,752.00	\$53,414.40	\$56,076.80	\$58,739.20	\$61,401.60	\$64,064.00	\$66,726.40	\$69,388.80		\$2,662.40
18	Hourly	\$25.51	\$26.88	\$28.25	\$29.62	\$30.99	\$32.36	\$33.73	\$35.10	\$0.69	\$1.37
	Bi-Weekly	\$2,040.80	\$2,150.40	\$2,260.00	\$2,369.60	\$2,479.20	\$2,588.80	\$2,698.40	\$2,808.00		
	Yearly	\$53,060.80	\$55,910.40	\$58,760.00	\$61,609.60	\$64,459.20	\$67,308.80	\$70,158.40	\$73,008.00		\$2,849.60
19	Hourly	\$26.88	\$28.32	\$29.76	\$31.20	\$32.64	\$34.08	\$35.52	\$36.96	\$0.72	\$1.44
	Bi-Weekly	\$2,150.40	\$2,265.60	\$2,380.80	\$2,496.00	\$2,611.20	\$2,726.40	\$2,841.60	\$2,956.80		
	Yearly	\$55,910.40	\$58,905.60	\$61,900.80	\$64,896.00	\$67,891.20	\$70,886.40	\$73,881.60	\$76,876.80		\$2,995.20
20	Hourly	\$28.32	\$29.79	\$31.26	\$32.73	\$34.20	\$35.67	\$37.14	\$38.61	\$0.74	\$1.47
	Bi-Weekly	\$2,265.60	\$2,383.20	\$2,500.80	\$2,618.40	\$2,736.00	\$2,853.60	\$2,971.20	\$3,088.80		
	Yearly	\$58,905.60	\$61,963.20	\$65,020.80	\$68,078.40	\$71,136.00	\$74,193.60	\$77,251.20	\$80,308.80		\$3,057.60
21	Hourly	\$29.62	\$31.20	\$32.78	\$34.36	\$35.94	\$37.52	\$39.10	\$40.68	\$0.79	\$1.58
	Bi-Weekly	\$2,369.60	\$2,496.00	\$2,622.40	\$2,748.80	\$2,875.20	\$3,001.60	\$3,128.00	\$3,254.40		
	Yearly	\$61,609.60	\$64,896.00	\$68,182.40	\$71,468.80	\$74,755.20	\$78,041.60	\$81,328.00	\$84,614.40		\$3,286.40
22	Hourly	\$31.07	\$32.75	\$34.43	\$36.11	\$37.79	\$39.47	\$41.15	\$42.83	\$0.84	\$1.68
	Bi-Weekly	\$2,485.60	\$2,620.00	\$2,754.40	\$2,888.80	\$3,023.20	\$3,157.60	\$3,292.00	\$3,426.40		
	Yearly	\$64,625.60	\$68,120.00	\$71,614.40	\$75,108.80	\$78,603.20	\$82,097.60	\$85,592.00	\$89,086.40		\$3,494.40
23	Hourly	\$32.64	\$34.38	\$36.12	\$37.86	\$39.60	\$41.34	\$43.08	\$44.82	\$0.87	\$1.74
	Bi-Weekly	\$2,611.20	\$2,750.40	\$2,889.60	\$3,028.80	\$3,168.00	\$3,307.20	\$3,446.40	\$3,585.60		
	Yearly	\$67,891.20	\$71,510.40	\$75,129.60	\$78,748.80	\$82,368.00	\$85,987.20	\$89,606.40	\$93,225.60		\$3,619.20
24	Hourly	\$34.15	\$35.97	\$37.79	\$39.61	\$41.43	\$43.25	\$45.07	\$46.89	\$0.91	\$1.82
	Bi-Weekly	\$2,732.00	\$2,877.60	\$3,023.20	\$3,168.80	\$3,314.40	\$3,460.00	\$3,605.60	\$3,751.20		
	Yearly	\$71,032.00	\$74,817.60	\$78,603.20	\$82,388.80	\$86,174.40	\$89,960.00	\$93,745.60	\$97,531.20		\$3,785.60
25	Hourly	\$35.61	\$37.51	\$39.41	\$41.31	\$43.21	\$45.11	\$47.01	\$48.91	\$0.95	\$1.90
	Bi-Weekly	\$2,848.66	\$3,000.66	\$3,152.66	\$3,304.66	\$3,456.66	\$3,608.66	\$3,760.66	\$3,912.66		
	Yearly	\$74,065.06	\$78,017.06	\$81,969.06	\$85,921.06	\$89,873.06	\$93,825.06	\$97,777.06	\$101,729.06		\$3,952.00
26	Hourly	\$36.91	\$38.90	\$40.89	\$42.88	\$44.87	\$46.86	\$48.85	\$50.84	\$1.00	\$1.99
	Bi-Weekly	\$2,952.80	\$3,112.00	\$3,271.20	\$3,430.40	\$3,589.60	\$3,748.80	\$3,908.00	\$4,067.20		

	Yearly	\$76,772.80	\$80,912.00	\$85,051.20	\$89,190.40	\$93,329.60	\$97,468.80	\$101,608.00	\$105,747.20		\$3,719.74
27	Hourly	\$38.35	\$40.40	\$42.45	\$44.50	\$46.55	\$48.60	\$50.65	\$52.70	\$1.03	\$2.05
	Bi-Weekly	\$3,068.16	\$3,232.16	\$3,396.16	\$3,560.16	\$3,724.16	\$3,888.16	\$4,052.16	\$4,216.16		
	Yearly	\$79,772.16	\$84,036.16	\$88,300.16	\$92,564.16	\$96,828.16	\$101,092.16	\$105,356.16	\$109,620.16		\$4,264.00

**University of Massachusetts Medical School**  
**AFSCME Salary Chart W2A**  
**Pay Rates Effective First Full Pay Period Following 7/1/2021:**

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Promotional Factor	Increment
8	Hourly	\$13.91	\$14.83	\$15.75	\$16.67	\$17.59	\$18.51	\$19.43	\$20.35	\$0.46	\$0.92
	Bi-Weekly	\$1,112.80	\$1,186.40	\$1,260.00	\$1,333.60	\$1,407.20	\$1,480.80	\$1,554.40	\$1,628.00		
	Yearly	\$28,932.80	\$30,846.40	\$32,760.00	\$34,673.60	\$36,587.20	\$38,500.80	\$40,414.40	\$42,328.00		\$1,913.60
9	Hourly	\$17.16	\$17.88	\$18.60	\$19.32	\$20.04	\$20.76	\$21.48	\$22.20	\$0.36	\$0.72
	Bi-Weekly	\$1,372.80	\$1,430.40	\$1,488.00	\$1,545.60	\$1,603.20	\$1,660.80	\$1,718.40	\$1,776.00		
	Yearly	\$35,692.80	\$37,190.40	\$38,688.00	\$40,185.60	\$41,683.20	\$43,180.80	\$44,678.40	\$46,176.00		\$1,497.60
10	Hourly	\$17.84	\$18.60	\$19.36	\$20.12	\$20.88	\$21.64	\$22.40	\$23.16	\$0.38	\$0.76
	Bi-Weekly	\$1,427.20	\$1,488.00	\$1,548.80	\$1,609.60	\$1,670.40	\$1,731.20	\$1,792.00	\$1,852.80		
	Yearly	\$37,107.20	\$38,688.00	\$40,268.80	\$41,849.60	\$43,430.40	\$45,011.20	\$46,592.00	\$48,172.80		\$1,580.80
11	Hourly	\$18.48	\$19.30	\$20.12	\$20.94	\$21.76	\$22.58	\$23.40	\$24.22	\$0.41	\$0.82
	Bi-Weekly	\$1,478.40	\$1,544.00	\$1,609.60	\$1,675.20	\$1,740.80	\$1,806.40	\$1,872.00	\$1,937.60		
	Yearly	\$38,438.40	\$40,144.00	\$41,849.60	\$43,555.20	\$45,260.80	\$46,966.40	\$48,672.00	\$50,377.60		\$1,705.60
12	Hourly	\$19.25	\$20.11	\$20.97	\$21.83	\$22.69	\$23.55	\$24.41	\$25.27	\$0.43	\$0.86
	Bi-Weekly	\$1,540.00	\$1,608.80	\$1,677.60	\$1,746.40	\$1,815.20	\$1,884.00	\$1,952.80	\$2,021.60		
	Yearly	\$40,040.00	\$41,828.80	\$43,617.60	\$45,406.40	\$47,195.20	\$48,984.00	\$50,772.80	\$52,561.60		\$1,788.80
13	Hourly	\$20.33	\$21.23	\$22.13	\$23.03	\$23.93	\$24.83	\$25.73	\$26.63	\$0.45	\$0.90
	Bi-Weekly	\$1,626.40	\$1,698.40	\$1,770.40	\$1,842.40	\$1,914.40	\$1,986.40	\$2,058.40	\$2,130.40		
	Yearly	\$42,286.40	\$44,158.40	\$46,030.40	\$47,902.40	\$49,774.40	\$51,646.40	\$53,518.40	\$55,390.40		\$1,872.00
14	Hourly	\$21.21	\$22.27	\$23.33	\$24.39	\$25.45	\$26.51	\$27.57	\$28.63	\$0.53	\$1.06
	Bi-Weekly	\$1,696.80	\$1,781.60	\$1,866.40	\$1,951.20	\$2,036.00	\$2,120.80	\$2,205.60	\$2,290.40		
	Yearly	\$44,116.80	\$46,321.60	\$48,526.40	\$50,731.20	\$52,936.00	\$55,140.80	\$57,345.60	\$59,550.40		\$2,204.80
15	Hourly	\$22.26	\$23.40	\$24.54	\$25.68	\$26.82	\$27.96	\$29.10	\$30.24	\$0.57	\$1.14
	Bi-Weekly	\$1,780.80	\$1,872.00	\$1,963.20	\$2,054.40	\$2,145.60	\$2,236.80	\$2,328.00	\$2,419.20		
	Yearly	\$46,300.80	\$48,672.00	\$51,043.20	\$53,414.40	\$55,785.60	\$58,156.80	\$60,528.00	\$62,899.20		\$2,371.20
16	Hourly	\$23.46	\$24.74	\$26.02	\$27.30	\$28.58	\$29.86	\$31.14	\$32.42	\$0.64	\$1.28
	Bi-Weekly	\$1,876.80	\$1,979.20	\$2,081.60	\$2,184.00	\$2,286.40	\$2,388.80	\$2,491.20	\$2,593.60		
	Yearly	\$48,796.80	\$51,459.20	\$54,121.60	\$56,784.00	\$59,446.40	\$62,108.80	\$64,771.20	\$67,433.60		\$2,662.40

17	Hourly	\$24.89	\$26.21	\$27.53	\$28.85	\$30.17	\$31.49	\$32.81	\$34.13	\$0.66	\$1.32
	Bi-Weekly	\$1,991.20	\$2,096.80	\$2,202.40	\$2,308.00	\$2,413.60	\$2,519.20	\$2,624.80	\$2,730.40		
	Yearly	\$51,771.20	\$54,516.80	\$57,262.40	\$60,008.00	\$62,753.60	\$65,499.20	\$68,244.80	\$70,990.40		\$2,745.60
18	Hourly	\$26.02	\$27.42	\$28.82	\$30.22	\$31.62	\$33.02	\$34.42	\$35.82	\$0.70	\$1.40
	Bi-Weekly	\$2,081.60	\$2,193.60	\$2,305.60	\$2,417.60	\$2,529.60	\$2,641.60	\$2,753.60	\$2,865.60		
	Yearly	\$54,121.60	\$57,033.60	\$59,945.60	\$62,857.60	\$65,769.60	\$68,681.60	\$71,593.60	\$74,505.60		\$2,912.00
19	Hourly	\$27.42	\$28.90	\$30.38	\$31.86	\$33.34	\$34.82	\$36.30	\$37.78	\$0.74	\$1.48
	Bi-Weekly	\$2,193.60	\$2,312.00	\$2,430.40	\$2,548.80	\$2,667.20	\$2,785.60	\$2,904.00	\$3,022.40		
	Yearly	\$57,033.60	\$60,112.00	\$63,190.40	\$66,268.80	\$69,347.20	\$72,425.60	\$75,504.00	\$78,582.40		\$3,078.40
20	Hourly	\$28.89	\$30.39	\$31.89	\$33.39	\$34.89	\$36.39	\$37.89	\$39.39	\$0.75	\$1.50
	Bi-Weekly	\$2,311.20	\$2,431.20	\$2,551.20	\$2,671.20	\$2,791.20	\$2,911.20	\$3,031.20	\$3,151.20		
	Yearly	\$60,091.20	\$63,211.20	\$66,331.20	\$69,451.20	\$72,571.20	\$75,691.20	\$78,811.20	\$81,931.20		\$3,120.00
21	Hourly	\$30.21	\$31.83	\$33.45	\$35.07	\$36.69	\$38.31	\$39.93	\$41.55	\$0.81	\$1.62
	Bi-Weekly	\$2,416.80	\$2,546.40	\$2,676.00	\$2,805.60	\$2,935.20	\$3,064.80	\$3,194.40	\$3,324.00		
	Yearly	\$62,836.80	\$66,206.40	\$69,576.00	\$72,945.60	\$76,315.20	\$79,684.80	\$83,054.40	\$86,424.00		\$3,369.60
22	Hourly	\$31.69	\$33.41	\$35.13	\$36.85	\$38.57	\$40.29	\$42.01	\$43.73	\$0.86	\$1.72
	Bi-Weekly	\$2,535.20	\$2,672.80	\$2,810.40	\$2,948.00	\$3,085.60	\$3,223.20	\$3,360.80	\$3,498.40		
	Yearly	\$65,915.20	\$69,492.80	\$73,070.40	\$76,648.00	\$80,225.60	\$83,803.20	\$87,380.80	\$90,958.40		\$3,577.60
23	Hourly	\$33.30	\$35.08	\$36.86	\$38.64	\$40.42	\$42.20	\$43.98	\$45.76	\$0.89	\$1.78
	Bi-Weekly	\$2,664.00	\$2,806.40	\$2,948.80	\$3,091.20	\$3,233.60	\$3,376.00	\$3,518.40	\$3,660.80		
	Yearly	\$69,264.00	\$72,966.40	\$76,668.80	\$80,371.20	\$84,073.60	\$87,776.00	\$91,478.40	\$95,180.80		\$3,702.40
24	Hourly	\$34.83	\$36.69	\$38.55	\$40.41	\$42.27	\$44.13	\$45.99	\$47.85	\$0.93	\$1.86
	Bi-Weekly	\$2,786.40	\$2,935.20	\$3,084.00	\$3,232.80	\$3,381.60	\$3,530.40	\$3,679.20	\$3,828.00		
	Yearly	\$72,446.40	\$76,315.20	\$80,184.00	\$84,052.80	\$87,921.60	\$91,790.40	\$95,659.20	\$99,528.00		\$3,868.80
25	Hourly	\$36.32	\$38.26	\$40.20	\$42.14	\$44.08	\$46.02	\$47.96	\$49.90	\$0.97	\$1.94
	Bi-Weekly	\$2,905.60	\$3,060.80	\$3,216.00	\$3,371.20	\$3,526.40	\$3,681.60	\$3,836.80	\$3,992.00		
	Yearly	\$75,545.60	\$79,580.80	\$83,616.00	\$87,651.20	\$91,686.40	\$95,721.60	\$99,756.80	\$103,792.00		\$4,035.20
26	Hourly	\$37.65	\$39.69	\$41.73	\$43.77	\$45.81	\$47.85	\$49.89	\$51.93	\$1.02	\$2.04
	Bi-Weekly	\$3,012.00	\$3,175.20	\$3,338.40	\$3,501.60	\$3,664.80	\$3,828.00	\$3,991.20	\$4,154.40		

	Yearly	\$78,312.00	\$82,555.20	\$86,798.40	\$91,041.60	\$95,284.80	\$99,528.00	\$103,771.20	\$108,014.40		\$4,243.20
27	Hourly	\$39.12	\$41.22	\$43.32	\$45.42	\$47.52	\$49.62	\$51.72	\$53.82	\$1.05	\$2.10
	Bi-Weekly	\$3,129.60	\$3,297.60	\$3,465.60	\$3,633.60	\$3,801.60	\$3,969.60	\$4,137.60	\$4,305.60		
	Yearly	\$81,369.60	\$85,737.60	\$90,105.60	\$94,473.60	\$98,841.60	\$103,209.60	\$107,577.60	\$111,945.60		\$4,368.00