



An  
Agreement

between the

Board of Trustees of the  
University of Massachusetts Dartmouth

and the

American  
Federation of Teachers  
Local 1895, AFL-CIO  
EDUCATIONAL  
SERVICES UNIT (ESU)

at the

University of Massachusetts  
Dartmouth

Effective July 1, 2020 – June 30, 2023

AGREEMENT BETWEEN THE UNIVERSITY OF MASSACHUSETTS BOARD OF TRUSTEES AND THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH, FACULTY FEDERATION, LOCAL 1895, AMERICAN FEDERATION OF TEACHERS, AFL/CIO, ESU

NEGOTIATING TEAM FOR THE BOARD OF TRUSTEES	NEGOTIATING TEAM FOR THE EDUCATIONAL SERVICES UNIT (ESU)
<p>Mark Preble Sr. Human Resources Advisor University of Massachusetts President's Office</p> <p>Nancy Holsworth HR Business Partner - Academic Affairs / Research &amp; Innovation</p> <p>Tesfay Merresi Associate Provost for Graduate Studies</p> <p>Kimberly Pennock Assistant Vice Chancellor HR Operations</p> <p>Mathew Roy Assistant Vice Chancellor for Career &amp; Civic Engagement</p> <p>Thomas Wallace Director of Labor Relations</p>	<p>Michael Regan Field Representative AFT-MA</p> <p>Verena Lisinski Chairperson</p> <p>LaSella Hall 1<sup>st</sup> Vice Chair</p> <p>John Fernandes 2<sup>nd</sup> Vice Chair</p> <p>Gina Reis 3<sup>rd</sup> Vice Chair</p> <p>Brian Sullivan Recorder</p> <p>Ceniya Palmer-Baumann Member-at-Large</p> <p>Matthew Ducharme Member-at-Large</p> <p>Sharon Allen Grievance Officer</p> <p>Michael Deignan Grievance Officer</p> <p>Deirdre Healy Director, Office of Community Service &amp; Partnerships</p> <p>Melissa Pacheco Assistant Dean of Graduate Programs Charlton College of Business</p>

## TABLE OF CONTENTS

ARTICLE I:	RECOGNITION AND DEFINITIONS.....	4
ARTICLE II	TRUSTEES RELATIONS .....	21
ARTICLE III	FEDERATION ACTIVITIES .....	25
ARTICLE IV	GOVERNANCE.....	26
ARTICLE V	APPOINTMENT & REAPPOINTMENT.....	27
ARTICLE VI	SALARY AND FRINGE BENEFITS.....	36
	Salary Adjustments .....	36
	Hire-in/Promotional Salary Ranges .....	38
	Annual Leave Schedule.....	45
	Holiday Schedule .....	54
ARTICLE VII	WORKING CONDITIONS.....	57
ARTICLE VIII	COMPENSATION FOR UNIVERITY EXTENSION ACTIVITIES	65
ARTICLE IX	WELLNESS PROGRAM.....	65
ARTICLE X	RETRENCHMENT AND AFFIRMATIVE ACTION .....	66
ARTICLE XI	GRIEVANCE PROCEDURES .....	68
ARTICLE XII	RATIFICATION OF AGREEMENTS.....	71
ARTICLE XIII	RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS .....	71
ARTICLE XIV	MANAGEMENT RIGHTS .....	71
ARTICLE XV	PROVISION FOR RELATED ISSUES.....	71
ARTICLE XVI	SAVINGS PROVISION.....	71
ARTICLE XVII	DURATION.....	72
APPENDIX A	REQUEST FOR RECLASSIFICATION/SALARY ADJUSTMENT/TITLE CHANGE FORM.....	73
APPENDIX B	ANNUAL PERFORMANCE REVIEW EVALUATION.....	75
	Instructions.....	83
APPENDIX C	QUARTERLY REVIEW FORM.....	88
INDEX	.....	89

ARTICLE I  
RECOGNITION AND DEFINITIONS

A. Recognition

The University of Massachusetts Dartmouth Faculty Federation is the sole and exclusive bargaining agent for all employees within the bargaining unit. This unit shall be called the Educational Services Unit. The bargaining unit consists of the following positions:

Academic Advisor, DCE  
Academic Advisor/Program Coordinator, DCE  
Academic Assessment Specialist  
Academic Coordinator of Student Athletics/Head Coach of Varsity Sport  
Academic Services Coordinator  
Administrative Assistant  
Administrative Assistant Athletics/Head Field Hockey Coach  
Administrative Assistant for Athletic & Intramurals  
Administrative Assistant for Athletics/Basketball  
Administrative Assistant for Athletics/Compliance and Promotions  
Administrative Assistant for Athletics/Field Hockey/Softball  
Administrative Assistant for Athletics/Track & Cross Country  
Administrative Assistant for Athletics/Women's Soccer Coach  
Administrative Assistant for Athletics/Women's Basketball Coach  
Administrative Assistant for Promotion & Intramurals  
Administrative Assistant for Promotion and Public Information  
Administrative Assistant for Softball and Hockey  
Administrative Assistant of Athletics  
Admissions Counselor  
Admissions Counselor-University Extension  
Adult Basic Education Instructor  
Adult Education Advisor/Instructor  
Advancement Officer  
Alcohol and Drug Coordinator  
Alumni Affairs Coordinator  
Alumni Director  
Applications Developer  
Applications Integration Analyst  
Architect  
Area Coordinator  
Assessment Analyst  
Assistant Athletic Trainer  
Assistant Budget Director

Assistant Bursar  
Assistant Controller  
Assistant Controller  
Assistant Dean for Public Interest Law and External Relations  
Assistant Dean for Undergraduate Programs  
Assistant Dean Graduate Programs  
Assistant Dean of Student Affairs & Outreach  
Assistant Dean of Students  
Assistant Dean/Director of the Frederick Douglas Unity House  
Assistant Dean/Director, Center for Women, Gender, & Sexuality  
Assistant Dean of Students/Director of the Frederick Douglas Unity House  
Assistant Director  
Assistant Director Campus Services/Operations  
Assistant Director Campus Services/Programs  
Assistant Director Counseling Center  
Assistant Director First Year Residences and Academic Initiatives  
Assistant Director for Advanced Technology Center  
Assistant Director for Advocacy and Education  
Assistant Director for Construction/Engineering  
Assistant Director for Enrollment Services - Law School  
Assistant Director for Environmental Health & Safety  
Assistant Director for Facilities Services  
Assistant Director for Infrastructure Integration  
Assistant Director for Institutional Research/Analysis  
Assistant Director for International Programs Office  
Assistant Director for Networking  
Assistant Director for Portuguese Studies  
Assistant Director for Study Abroad Programs  
Assistant Director Foundation  
Assistant Director Health Services for Health Education and Promotion  
Assistant Director Institutional Research/Reporting  
Assistant Director of Academic Advising Center  
Assistant Director of Administrative Services  
Assistant Director of Admissions for Marketing and Recruitment  
Assistant Director of Admissions/Special Programs  
Assistant Director of Admissions/Transfers/International  
Assistant Director of Athletics-Baseball Coach  
Assistant Director of Athletics for Compliance  
Assistant Director of Athletics/Head Coach Varsity Sport  
Assistant Director of Auxiliary Services  
Assistant Director of Business Affairs and Special Projects  
Assistant Director of Career Services

Assistant Director of College Now  
Assistant Director of Community Standards, Safety, and Security  
Assistant Director of Conference and Events Planning  
Assistant Director of Corporate Engagement  
Assistant Director of Donor Relations and Special Events  
Assistant Director of Education Compact  
Assistant Director of Facilities & Plant  
Assistant Director of Facilities and Plant/Budget and Financial Reporting  
Assistant Director of Financial Aid  
Assistant Director of Graduate Admissions  
Assistant Director of Graduate Recruitment  
Assistant Director of Grants and Contracts  
Assistant Director of Housing and Administrative Services  
Assistant Director of Identity and Access Management  
Assistant Director of International Admissions  
Assistant Director of IT Operations – Law School  
Assistant Director of IT Services  
Assistant Director of Law School Recruitment and Marketing  
Assistant Director of Legal Career Services  
Assistant Director of Marketing and Recruitment  
Assistant Director of Operations  
Assistant Director of Operations and Campus Services Marketing  
Assistant Director of Production and Design  
Assistant Director of Public Safety  
Assistant Director of Residential Life  
Assistant Director of STEM Center  
Assistant Director of Student Activities  
Assistant Director of Student Activities, Involvement, and Leadership-Student  
Organization Specialist  
Assistant Director of Student Support and Success  
Assistant Director of the Counseling Center/Addictions Specialist  
Assistant Director of UE Student Support and Success  
Assistant Director of Unity House  
Assistant Director of University Records  
Assistant Director Online Operations/PCE  
Assistant Director Upper-Class Residences  
Assistant Director, NE Aquaculture Center  
Assistant Director, Office of Sustainability for Educational Outreach & Engagement  
Assistant Director/Clinical Nurse Practitioner Coordinator  
Assistant Director/Managing Editor  
Assistant Manager Campus Store – Finance  
Assistant Manager Campus Store – Textbooks

## ARTICLE I

## A. Recognition

Assistant Registrar  
Assistant to Associate Provost for Acquisitions & Revenue  
Associate Advancement Officer  
Associate Dean of Continuing Education  
Associate Dean of Students  
Associate Dean of Students/Director of Housing and Residential Education  
Associate Dean of Students/Director of Housing and Dining Services  
Associate Director Business & Administrative Services  
Associate Director Campus Services  
Associate Director, Employer Relations  
Associate Director of Academic Advising  
Associate Director of Admissions/ Project Management  
Associate Director of Admissions/DCE Management  
Associate Director of Alumni Affairs  
Associate Director of Athletics  
Associate Director of Career Readiness and Engagement  
Associate Director of Career Services  
Associate Director of Counseling Center  
Associate Director of Counseling Services/Diversity Specialist  
Associate Director of Enterprise Systems and Security  
Associate Director of Facilities  
Associate Director of Facilities Planning, Design, and Construction  
Associate Director of Financial Aid  
Associate Director of Financial Aid – (Graduate/Law)  
Associate Director of Health Services  
Associate Director of Housing & Residential Life  
Associate Director of Housing Facilities, Operations, & Services  
Associate Director of Network Services  
Associate Director of Procurement  
Associate Director of Student Activities  
Associate Director of the Center for Access and Success  
Associate Director of the Frederick Douglas Unity House  
Associate Director of University Records  
Associate Director, Enrollment Services and Business Manager, DCE  
Associate Director, Institutional Research  
Associate Registrar  
Associate Systems Administrator  
Associate Vice Chancellor, Alumni Relations  
Athletic Trainer  
Athletic Administrator/Head Coach  
Athletic Communications Director  
Athletic Trainer/Fitness Center  
Athletics Digital Media Coordinator/Community Engagement Officer

Assistant Bursar  
Budget Analyst  
Budget Assistant  
Budget Coordinator  
Business Analyst  
Business Manager/ATMC  
Business Manager/Division of Continuing Education  
Business Service Coordinator  
Business Systems Analyst  
CAD Drafter  
Capital Project Manager  
Career Development Counselor  
Career Development Specialist  
CCB Student Advisor  
CITAP Project Coordinator/Neighborhood College  
Civic Engagement Grant Coordinator  
Civic Engagement Program Officer  
Clinical Education Coordinator  
Clinical Nurse Practitioner Coordinator  
Cluster Hardware/Software Specialist  
Code Enforcement Lead Inspector  
College Now Counselor  
Communication Specialist  
Community Mobilization Network Coordinator  
Computer & Electronic Systems Manager  
Computer Administrator  
Computer Cluster/Classroom Manager  
Computer Sales & Support  
Computer Sales Assistant  
Computer Systems Administrator  
Computer Systems/Operations Specialist  
Computer Technician  
Computing Support Assistant  
Conference and Events Coordinator  
Conference and Events Coordinator for Evening and Summer Programs  
Coordinator for Community Service Programs  
Coordinator for International Students  
Coordinator for Student Judicial Affairs  
Coordinator of Advising Technical Services  
Coordinator of Alternative Admissions Programs for University Extension  
Coordinator of CCB Undergraduate Academic Advising Center  
Coordinator of Connect Program



Coordinator of Disabled Student Services  
Coordinator of Engineering Student Support Center  
Coordinator of ES3 Engineering Student Support & Services  
Coordinator of Graduate Business Programs  
Coordinator of Health Education and Promotion  
Coordinator of Institutional and Learning Assessment  
Coordinator of IT Operations  
Coordinator of Marketing and Special Programs/PCE  
Coordinator of PCE Special Programs  
Coordinator of Residential Community Standards & Academic Initiatives  
Coordinator of Residential Life  
Coordinator of Residential Standards  
Coordinator of Security, Staffing, and Desk Operations  
Coordinator of Student Activities  
Coordinator of Student Support Services  
Coordinator of Student Support Services for University Extension  
Coordinator of Undergraduate Business Programs  
Counselor II/College Now  
Creative Director  
Dean of Students  
Digital Imaging Specialist, Library  
Digital Multimedia Specialist  
Director Campus Compact  
Director Cape Cod Programs  
Director Children's Center for Learning  
Director Cooperative Engineering Education Program  
Director Donor Relations  
Director for Legal Career Services and Alumni Services  
Director for Student Engagement and Professional Development  
Director of Academic Success  
Director of Admissions  
Director of Advising, Support, and Planning  
Director of Alumni Relations  
Director of Aquatics  
Director of Assessment and Evaluation  
Director of Athletics  
Director of Business Education and Lifelong Learning  
Director of Business Education and Lifelong Learning/Assistant Dean  
Director of Business Education and Training/BIRC  
Director of Campus Center  
Director of Career Resource Center

Director of College Now  
Director of Community Service and Partnership  
Director of Community Standards  
Director of Corporate Engagement and Institutional Partnerships  
Director of Corporate Program Development/BIRC  
Director of Counseling & Student Development  
Director of DCE – Center for Professional & Continuing Education  
Director of Development  
Director of Development/Annual Giving  
Director of Economic Development  
Director of Enrollment Management for Professional and Continuing Education  
Director of Environmental Health & Safety  
Director of Financial Aid  
Director of Graduate Academic Resources and Legal Writing Center  
Director of Graduate Studies and Admissions  
Director of Graduate Studies and Admissions  
Director of Grants Accounting  
Director of Health Promotion  
Director of Housing & Residential Life  
Director of Information Systems  
Director of Information Systems/Analytics  
Director of Institutional Research  
Director of Instructional Technology  
Director of Integrated Media  
Director of International Student Center  
Director of Internet Development  
Director of Labor Education Center  
Director of IT Development & Integration  
Director of IT Infrastructure  
Director of Learning Assessment  
Director of Lifelong Learning: Corporate, Community, and International Programs  
Director of Marine Renewable Energy Consortium  
Director of Marketing and Conferences/ATMC  
Director of Marketing and Recruitment for Graduate Studies  
Director of Multicultural/Retention Services  
Director of New Student Programs  
Director of New Student and Family Programs  
Director of Operations (Administrative Services)  
Director of Parent Giving  
Director of PCE Financial Operations  
Director of Planning and Administration  
Director of Prospect Strategy and Analytics

Director of Public Safety  
Director of Recruitment, Retention, and Student Success  
Director of Residential Educational Programs and Assessment  
Director of Sports Information  
Director of Student Activities  
Director of Student Care and Advocacy  
Director of Student Conduct and Dispute Resolution  
Director of Student Health Services  
Director of Student Support  
Director of Television Services  
Director of the Annual Fund  
Director of the Center for Access and Success  
Director of the Center for Jewish Culture  
Director of the Center for Women, Gender, & Sexuality  
Director of the Fall River Center and Non-Credit Programs  
Director of the Frederick Douglas Unity House  
Director of the International Programs Office  
Director of the Lead Paint Abatement Program  
Director of the Office for Campus & Community Sustainability  
Director of the Office of Civic Engagement and Service Learning  
Director of the Small Business Development Center  
Director of University Enrollment Center  
Director of University Extension Financial Operations  
Director of University Records  
Director of Upward Bound  
Director of Women's Resource Center  
Director of Workers' Education Program  
Director Office of K-12 Outreach  
Director UMD Lead Program  
Director, Academic Resource Center  
Director, Advancement IT Operations  
Director, ARC/Math & Business Center  
Director, ARC/Science & Engineering Center  
Director, ARC/Writing & Reading  
Director, Center for University, School, & Community Partnership  
Director, Cooperative Engineering Education Program  
Director, Educational Technology & Support Services  
Director, Information Technology Systems & Services  
Director/Advancement IT Applications  
Diversity Nursing Scholars (DNS) Student Support Staff  
Emergency Management Coordinator  
Engineer/ATMC

## ARTICLE I

## A. Recognition

Enrollment Counselor New Transfer and Adult Students  
Enrollment Marketing Specialist  
Enrollment Specialist - Graduate Programs  
Enrollment Specialist - Undergraduate Programs  
Enrollment Systems Coordinator  
Enterprise Systems Administration Manager  
Enterprise Systems and Support Coordinator-Mac/Linux  
Environmental Compliance Engineer  
Environmental Engineer/ATMC  
Environmental Health and Safety Coordinator  
Environmental Inspector, Lead Paint Abatement Program  
Equipment Manager/Athletics Department  
Event and Technical Services Manager  
Executive Director for Alumni Relations  
Executive Director for Communications  
Executive Director for IT Service Assurance  
Executive Director of International Education  
Executive Director of the Family Business Center  
Executive Director Southeastern Massachusetts Agricultural Partnership  
Executive Director, Center for Teaching and Learning  
Executive Director, MA Fisheries Recovery Commission  
Executive Director, MFRC  
Executive Editor  
Facility Manager/SMAST  
Family Business Center Coordinator  
Family Counselor, Lead Paint Abatement Program  
Field Service Manager  
Financial Aid Counselor  
Financial Aid Counselor for Scholarships  
Financial Analyst  
Financial Systems and Reporting Manager  
Fitness Center Assistant/Head Coach  
Fitness Center Assistant/Strength and Conditioning Coordinator  
Fitness Center Director  
Fitness Center Supervisor  
Gallery Director  
Grant and Contract Coordinator  
Grant/Finance Coordinator  
Grants and Community Outreach Specialist  
Grants Officer – Business  
Grants Officer – Sciences

Grants Support Specialist  
 Graphic Designer  
 Hardware/Software Systems Specialist  
 Head Athletic Trainer  
 Head Men's & Women's Cross Country & Indoor/Outdoor Track & Field Coach  
 Head Men's Ice Hockey Coach  
 Head Men's Ice Hockey Coach/Intermural Sports and Recreation Programming  
 Coordinator  
 Head Nurse  
 Head Teacher – Children's Center for Learning  
 Head Women's Lacrosse Coach & Event Management Assistant  
 Head Women's Soccer Coach/Equipment Room Manager  
 Health Educator  
 Housing and Residential Life Systems Manager  
 Housing Rehab Specialist/Lead Paint Abatement Program  
 Identity & Access Management Specialist  
 Info Systems/Procurement Reporting Manager  
 IT Infrastructure Project Manager  
 IMPACT Project Manager, Center for Teaching and Learning  
 Information Manager/Foundation Office  
 Information Resource Manager  
 Information Systems Manager  
 Information Systems Manager/Financials  
 Information Systems Manager/Student Records  
 Information Systems Support Specialist  
 Information Technology Operations and Procurement Coordinator  
 Information Technology Procurement Representative  
 Institutional Research Analyst  
 Instructional Designer  
 Instructional Designer/ePortfolio Specialist  
 Instructional Development Designer  
 Instructional Development Support Specialist  
 Instructional Technologist  
 Instructional Technology Coordinator  
 Instructional Technology Coordinator/Project Manager  
 Instructional Technology Manager  
 Instructional Technology Support Specialist  
 Intake Worker/Relocation Specialist  
 Interim Assistant Vice Chancellor/Director Advanced Technology and Manufacturing  
 Center  
 Interim Executive Director of University Extension  
 International Admissions Liaison  
 International Graduate Admissions Liaison

Internet Development Manager/Emergent Technologies  
Internet Development Manager/Systems  
Internet Development Manager/Webmaster  
Internet Systems Developer  
Intramural Sports Coordinator  
IT Access Management Specialist  
IT Access Management Technician  
IT Development Manager  
IT Identity and Access Coordinator  
IT Lab and Classroom Technical Manager  
IT Procurement Coordinator  
IT Service Center Manager  
IT Service Center Technician  
IT Telecommunications Coordinator  
Labor Extension Specialist  
Lead Instructional Designer  
Lead IT Identity and Access Coordinator  
Lead Paint Program Specialist  
Leadership Coordinator  
Leadership Gifts Officer  
Legal Placement and Recruitment Coordinator  
Liaison Associate  
Major Gifts Officer  
Marketing CRM Specialist  
Marketing and Operations Specialist  
Management Consultant, Small Business Development Center  
Management Specialist, Small Business Development Center  
Manager of CRM Systems for University Marketing  
Manager of Disbursements w/Analytical Reporting  
Manager of Grant Accounting  
Manager of Pre-Award Services  
Manager of Pre-Award Administration  
Manager of the Campus Store  
Managing Editor  
Marketing Business Analyst  
Mechanical & Manufacturing Process Engineer  
Mental Health Counselor  
Network Engineer  
Network Systems Specialist  
Network/Telecommunications Specialist  
Networking Manager  
News writer

Nurse Practitioner  
Nursing Clinical Coordinator  
Nursing Clinical Leader  
Occupancy Manager  
One Card Coordinator  
Online Support Coordinator  
Online Technologies Administrator/Instructional Technologist  
Operations and Scheduling Manager  
Operations and Services Manager  
Operations Manager for Housing/Residential Life  
Operations Manager, Campus Center  
Operations Manager/Facilities  
Outreach Counselor, Academic Resource Center  
PCE Admissions Coordinator  
PCE Assistant Director Online Operations  
PCE Marketing Director  
PeopleSoft Project Manager  
PeopleSoft/Financial Coordinator  
Phonathon Coordinator  
Planning and Development Specialist  
Portal Administrator/Project Manager  
Post-Award Grants Manager  
Pre-Award and Sub-Recipient Manager  
Preschool Teacher  
Principal Research Analyst for Programs and Assessment  
Production Editor  
Professional Development Coordinator  
Program Associate  
Program Coordinator  
Program Coordinator for College Now  
Program Manager: Diversity Nursing Scholars Program  
Program/Retention Counselor/Alternative Admissions  
Project Coordinator, Labor Education  
Project Leader  
Project Manager for Research & Partnering  
Project Manager for Research, Partnering, & Facilities  
Project Manager/SIMCALC  
Prospect Researcher  
Psychologist  
Psychologist/Coordinator of Practicum and Internship  
Prospect Strategy Analyst

Prospect Strategy Associate  
Prospect Strategy Specialist  
Psychotherapist  
Psychotherapist/Diversity Specialist  
Public Affairs Specialist  
Recruiting Coordinator/Head Coach of a Sport  
Regional Admissions Counselor  
Research Development Manager  
Research Management Coordinator  
Resident Director  
Resident Engineer  
Resident Learning, Engagement, & Development (LEAD) Coordinator  
Residential Technical Support Specialist  
Safety Manager  
Senior Admissions Counselor  
Senior Advancement Officer  
Senior Applications Engineer  
Senior Budget Analyst  
Senior Coordinator for New Student Transfer  
Senior Graphic Designer  
Senior Institutional Research Analyst  
Senior IT Project/Change Leader  
Senior IT Service Center Technician  
Senior Management Counselor, Small Business Development Center  
Senior Management Specialist, Small Business Development Center  
Senior Outreach Coordinator, Institutional Advancement  
Senior Outreach Coordinator/Coordinator of Special Events  
Senior Philanthropic Officer  
Senior Program Specialist  
Senior Programmer Analyst  
Senior Programmer/SMAST  
Senior Project Leader – CITS  
Senior Resident Engineer  
Senior Software Designer, SIMCALC  
Senior Software Developer, SIMCALC  
Senior Software Specialist  
Senior Strategic Technology Procurement Sourcing Manager  
Senior Systems Developer/Project Leader  
Senior Systems Specialist  
Senior Technical and Training Specialist  
Senior Technical Coordinator



## ARTICLE I

## A. Recognition

Senior Technical Support Specialist  
Senior Telecommunications Analyst  
Senior Web Writer-Editor  
Senior Writer  
Service Center Technician  
SMAST Computer Systems Administrator  
SMAST Scientific System Administrator  
Social Media Manager  
Software Systems Specialist  
Space Planner  
Space Planning and Project Manager  
Space Planning Manager  
Special Assistant for Administration/Fiscal Services (Manager of Disbursements)  
Special Assistant to Associate Provost, CITS  
Specialist, Lead Paint Program  
Staff Assistant Campus Services Operations  
Staff Assistant Conference and Events Planning Office  
Staff Assistant for Athletics (Game Management & Work-Study Coordinator)  
Staff Assistant for Athletics (Marketing and Fundraising)  
Staff Assistant for General Accounting Services  
Staff Assistant to Dean, CVPA  
Staff Assistant, Academic Affairs  
Staff Assistant, Admissions  
Staff Assistant, Campus Store  
Staff Assistant, Career Services  
Staff Assistant, Career Services and Diversity  
Staff Assistant, Center for Portuguese Studies  
Staff Assistant, CITS  
Staff Assistant, DCE  
Staff Assistant, Financial Aid  
Staff Assistant, HR, Training/Projects  
Staff Assistant, Library Development  
Staff Assistant, Multicultural  
Staff Assistant, NRAC  
Staff Assistant, Photo graphics Videotape Specialist  
Staff Assistant, Public Safety  
Staff Assistant, University Records  
Staff Associate Institutional Research  
Staff Associate to Budget Director  
Staff Associate, Administration for Development & Research, CVPA  
Staff Associate, Arts Outreach & Development

Staff Associate, Athletics  
Staff Associate, Continuing Education  
Staff Associate, Graduate Academic Resources & Legal Writing Center  
Staff Associate, Graduate Events Coordinator  
Staff Associate, Housing  
Staff Associate, Internet Development  
Staff Associate, Library Development  
Staff Associate, Purchasing  
Staff Associate, Registrar's Office  
Staff Associate, SIMCALC  
Staff Associate, Small Business Development Center  
Staff Nurse  
Star Store Campus Coordinator  
Startup and Industry Liaison  
Strategic Procurement Sourcing Manager  
Strategy Director for Assessment and Evaluation  
Student Employee Manager  
Student Loan Manager  
Student Support Advisor  
Student Support Coordinator  
Student Transition and Achievement Resource Center Coordinator  
Support Services Manager  
System Access and Security Manager  
Systems Administrator-Learning Systems and Security  
Systems Analyst  
Systems and Data Integration Analyst  
Systems Change Management Coordinator  
Teacher/Director – Children's Center for Learning  
Technical Coordinator  
Technical Services Coordinator  
Technical Services/Production Manager  
Technical Specialist  
Technical Support Specialist  
Technical Writer/Communications Specialist/SMAST  
Technology Coordinator/Adult Basic Education Instructor  
Transportation Manager  
UMass Law Clinical Programs Coordinator  
Undergraduate Academic Advisor  
Undergraduate Academic Advisor I  
Undergraduate Academic Advisor for Online Programs  
Undergraduate Academic Advisor for Retention Support  
Undergraduate Program Coordinator

University Extension Student Support Advisor  
 University Extension/Online Program Coordinator  
 University Extension/Online Program Coordinator/Budget Manager  
 University Police Captain  
 Upward Bound Academic Advisor  
 Upward Bound Counselor  
 User Support Specialist  
 Video Coordinator  
 Visual Image Coordinator  
 Visual Production Specialist  
 Web Development/Marketing Specialist  
 Web System/Development Specialist  
 Website Administrator/SMAST  
 Women's Health Nurse  
 Workplace Education Coordinator  
 Writer/Editor  
 Writer/Editor, CVPA  
 Writing and Reading Center Specialist

1. In the event that new Administrative bargaining unit positions are created or any other modifications are made, the Faculty Federation and Educational Services Unit shall be notified and consulted within thirty (30) days prior to the posting or change becoming effective. Such positions shall become part of the bargaining unit upon execution of a Memorandum of Understanding between the Board of Trustees or its designee and the Faculty Federation.
2. In the event that new or vacant Administration positions are created, the Administration shall send to the Union Chairperson a copy of the position(s) job description no less than ten (10) working days prior to the posting or filling of the position.

#### B. Definitions

1. The term "Administrator" shall be defined to include the UMass Dartmouth Chancellor and other principal administrative officers of the University; such designation is not to include individuals and positions as defined under Section A of Article I. Individuals who hold the title of "Associate Chancellor", "Assistant Chancellor", "Assistant Vice Chancellor", "Associate Vice Chancellor", and "Vice Chancellor" shall be considered to be non-unit employees and excluded from membership in the bargaining unit. References to the central Administration of the University of Massachusetts shall be made specifically.

The Administration shall be responsible for the management of the University of Massachusetts Dartmouth.

## ARTICLE I

## B. Definitions

2. The term "Campus" refers to any single educational facility or academic location of the University of Massachusetts Dartmouth.
3. The phrase "Division Head" as used in this agreement means the Vice Chancellor for Administration and Finance, or the Vice Chancellor for Student Affairs, or the Provost and Vice Chancellor for Academic Affairs, CIO & Associate Vice Chancellor for IT, Vice Chancellor for University Advancement, or the UMass Dartmouth Chancellor or their Designee.
4. The phrase "Educational Services Person" as used in this agreement means a member or members of the bargaining unit as defined in A above.
5. The term "Federation Representative" as used in this agreement means any officially designated representative of the Faculty Federation.
6. It is mutually agreed that the term "Service" referred to in this agreement shall be defined as service at the University of Massachusetts Dartmouth.
7. The term "Employer" refers to the Board of Trustees of the University of Massachusetts.
8. The term "Trustees" refers to the Board of Trustees for the University of Massachusetts.
9. The term "University" refers collectively to all educational facilities or academic locations of the University of Massachusetts Dartmouth.
10. The term "Seniority" referred to in this agreement shall mean University-wide seniority as determined by the initial date of hire at the University of Massachusetts Dartmouth.
11. The term "Domestic Partner" refers to a person of the same sex as a unit member who lives with such unit member in a committed relationship that involves personal and economic bonds. Specific processes and requirements for certification as a Domestic Partner shall be determined by the University.
12. The term "Core Project Team Member" or a "Core Subject Matter Expert" is an individual who accepts an additional temporary assignment to the project which includes consistent travel to off-campus locations and various duties and responsibilities associated with the design and implementation of a new system wide administrative computing system. Various working titles may be assigned to either members of the Core Project Team or Core Subject Matter Expert for the sole purpose of identification of work responsibilities.

## ARTICLE II TRUSTEES RELATIONS

### A. Fair Practices

As the exclusive collective bargaining agent, the Educational Services Unit will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, disability, national origin, gender, veteran's status, sexual orientation, age, or marital status. The Educational Services Unit will represent equally all persons without regard to membership, participation in, or activities in any employee organization.

The Parties to the Agreement mutually agree to continue their policy, as provided by federal and state law, of not discriminating against any person on the basis of race, creed, color, disability, national origin, gender, veteran's status, sexual orientation, age, marital status, and any other groups that may be designated "protected" by law or participation in or association with the activities of any employee organization. The University Administration and the Union agree that all forms of discrimination and sexual harassment are illegal practices that will not be condoned in the work place.

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 Article XI. However, in the event the Union or an employee files a complaint before EEOC, MCAD, or DLR and a grievance has been filed on the same matter, said grievance will be put in abeyance pending outcome of the complaint. If the Employer prevails in the above forum(s), the grievance shall be processed accordingly. If the Union or the employee prevails, the grievance shall be deemed withdrawn.

### B. Individual Contracts

Rights and benefits of Educational Services Unit members set forth in this agreement shall be incorporated into and made part of any individual contract of employment with the Trustees. In the event of conflict between the terms of an individual contract of employment and the terms of this agreement, the latter shall be controlling. This agreement shall be referred to in employment contracts issued to Educational Services Unit members. Educational Services persons may request a change in their yearly contract duration. The request shall be filed with the Division Head, who will review and prepare a written recommendation to be submitted to the Chancellor.

#### B.1. Full-time, benefited, permanent employees of the Lead Paint Abatement Program employed prior to August 1, 2001, shall be governed by all provisions of the contract.

Full-time, benefited, permanent employees of the Lead Paint Abatement Program employed after September 1, 2001 shall be governed by all provisions of the contract with the exception of the following items that shall constitute an individual contract:

## ARTICLE II

## C. Continuing Consultation

- a. The precise dates and length of employment.
- b. The condition, if any, of contract renewal or continuation.
- c. Rate of compensation.

## C. Continuing Consultation

The Trustees and the Educational Services Unit, recognizing the importance of frequent communications in maintaining good relationships, agree that UMass Dartmouth Administration and ESU officers shall schedule regular meetings with the Vice Chancellor of Administrative and Fiscal Services or designee. These meetings shall not be for the purpose of negotiating with respect to wages and hours or conditions of employment or for discussing specific grievances, but shall be for the purpose of discussing and resolving mutual problems affecting the overall relationships between the parties to this agreement.

## D. Bulletin Boards

The Educational Services Unit shall be permitted to post official Educational Services Unit notices on designated University bulletin boards. The Chair of the ESU shall be provided annually, a list of the designated University bulletin boards.

## E. Distribution of Materials

The Educational Services Unit shall have the right to distribute Educational Services Unit related materials to members of the bargaining unit and other professional employees.

## F. Federation Meetings

On twenty-four (24) hours' notice to the appropriate authority, the Educational Services Unit shall have the right to schedule an ESU meeting, including Executive Board meetings, during normal operation hours in the buildings of the campus. After an ESU meeting has been scheduled, no other meetings involving faculty members and/or Educational Services Unit members shall be scheduled at the same time.

## G. Information

The Trustees shall make available to the Educational Services Unit, upon its written request and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees, as are necessary for the negotiation and implementation of this agreement. It is understood that this shall not require the Trustees to compile information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential.

## H. Trustee Meetings

1. The Chairperson of the Educational Services Unit will be supplied a copy of the agenda and all of the relevant documents at the same time copies are supplied to the Trustees in advance of each regular or special meeting of the Trustees, and the unit will be notified on any action taken by the Board of Trustees in matters relating to appointments, re-appointments, assignments, promotions, additions to staff, salary adjustments, title changes, transfers, and reorganization plans.
2. All items relating to the terms of the agreement between the Trustees and the Educational Services Unit shall be placed on the agenda of the Board of Trustees to be discussed at a specified time determined by the Trustees with notification to the Educational Services Unit.

## I. Educational Services Unit Representation

Any members of the unit representing members of the unit on any committees or other such bodies established by the Trustees or any agent thereof, which involve matters or conditions of employment, shall be selected by a procedure administered by the Educational Services Unit. No members of the bargaining unit desiring to be a candidate shall be excluded from consideration in such a selection.

## J. Labor Management Committee

1. The Labor Management Committee will be made up of three (3) ESU members appointed by the Chairperson and three (3) members representing the Administration appointed by the Chancellor.
2. In the event that merit moneys are available, the Labor Management Committee shall recommend to the Chancellor a process for distributing such moneys.

## K. Administrative Computing and Payroll Systems

The parties acknowledge that the University will be implementing new Administrative Computing Systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to support the University's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g., the change from a weekly to a biweekly payroll system).

The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

Given the current level of understanding of these proposals, the Union accepts them in principle providing that they become standard across the University, and can be demonstrated that such procedures are in keeping with the laws of the Commonwealth.

ARTICLE II

L. Conflict with Board of Trustee Policies

---

The University and the Union will establish a special Labor Management Committee made up of an equal number of ESU representatives and management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems.

L. Conflict with Board of Trustee Policies

In the event of a conflict between the terms of this Agreement and any Board of Trustee Policy, the terms of this Agreement shall prevail.



ARTICLE III  
FEDERATION ACTIVITIES

A. Release Time for Meetings

When Administration and representatives of the Educational Services Unit meet to discuss items in this agreement, said representatives (not to exceed seven) attending such a meeting shall suffer no loss of pay. However, meetings shall be scheduled in such a manner as to minimize the loss of normal working hours. All members of the Educational Services Unit shall be provided release time to attend Educational Services Unit meetings.

B. Limits on Educational Services Unit Activities

Except as specifically provided in this agreement, no members of the bargaining unit shall engage in Federation activities during the time they are scheduled for University duties.

C. Educational Services Unit Chairperson

The Chairperson of the ESU shall receive release time to properly execute their responsibilities to represent the Federation in the administration of the collective bargaining agreement.

ARTICLE IV  
GOVERNANCE

- A. There shall be a continuation of the policy of including members of this bargaining unit on search and screen committees and other relevant committees whose deliberations will affect Educational Services Unit employees.
- B. The Chairperson of the Educational Services Unit, or designee, shall be appointed to the Budget Review Board.
- C. The following committees shall include at least one (1) member of the Educational Services Unit selected by the Chairperson of the unit:

Building and Grounds  
Committee for Women  
University Parking Committee

- D. The Affirmative Action Committee shall include at least two (2) members of the Educational Services Unit selected by the Chairperson of the unit.

ARTICLE V  
APPOINTMENT & REAPPOINTMENT

A. Initial Appointments and Re-appointments

1. Initial appointments may be for a term of one, two, or three years, but shall be for a minimum period of one year. However, an employee may be terminated at any time during the first year of employment without recourse to Article XI, Grievance Procedure and with no further expectation of salary beyond the termination date. A unit member shall have at least quarterly performance reviews by the supervisor during the first year of employment.
2. Temporary appointments may be made to cover vacancies caused by leaves of absence or emergency situations. Consultation with the Union as to the nature of the temporary appointment shall be made no less than ten (10) working days prior to the temporary appointment. Copies of all temporary appointment documentation shall be provided to the Union. The parties recognize that an unforeseen and rare circumstance may arise which may cause the consultation with the Union to be less than ten (10) working days. In this instance the Administration shall consult with the Union within five (5) working days. The duration of such temporary appointments shall be no longer than one year. Extensions beyond this time shall be agreed to by the Administration and the Educational Services Unit. Any ESU position filled by an interim or acting appointment must remain within the bargaining unit.
3. There shall be consultation between the Division Head and the Department Head when positions are being filled.
4. Initial appointments shall be at or above the minimum salary for the group.
5. Notice of non-reappointment shall be given according to the following: The last day to notify of non-reappointment to a third year of service is 90 days prior to the end of the second year of service; *provided* that, the Administration may, prior to 90 days prior to the end of the second year of service, conduct a special performance appraisal, using the process contained in Article V (E), and if, following that special performance appraisal, the Administration determines that the employee's performance is less than satisfactory (i.e., "unsatisfactory" or "marginal"), the Administration may, at its option, extend the probation period to a third year, and shall thereafter be required to notify such employee of any non-reappointment to a fourth year of service 180 days prior to the end of the third year of service.

The provisions of this Article shall not be subject to the grievance procedure contained in Article XI.

## ARTICLE V

## B. Disciplinary Action/Dismissal

6. A copy of the current Union contract shall be sent to the new appointee together with the offer of appointment. A copy of each ESU bargaining unit member's appointment letter shall be sent to the Educational Services Unit Chairperson.

## B. Disciplinary Action/Dismissal

Bargaining unit members shall not be disciplined or discharged except for just cause, as defined below. The parties agree that corrective and disciplinary action, when imposed, shall, to the extent possible, be implemented in progressive stages from minor to severe. The purpose of progressive discipline is to correct behavior which is not acceptable within the department or the University. The parties agree that, in some occasions, there are certain serious circumstances where acts or omissions by a member of the bargaining unit have resulted, or will result, in serious harm to the institution, or members of the campus community. On those occasions severe actions may be imposed in the first instance.

In the event of the discharge of a unit member, the University Administration shall notify the unit Chairperson within two (2) working days of such notification being sent to the member.

Prior to the member's being removed from service for just cause, he or she shall have the right to a hearing before the UMass Dartmouth Chancellor or designee, at which time the member may have counsel of their choice and the right to present witnesses on their behalf. The member shall be given at least ten (10) days prior notice of the hearing date.

After three (3) years of continuous service, a member of the bargaining unit can only be removed from service through just cause.

## B.1. Change of Appointment – External Appointments

Individual external appointments after October 1, 1998 to the following bargaining unit positions: Director of Admissions, Director of Athletics, Athletics & Recreation Director, Director of Financial Aid, Director of Housing and Residential Life, and University Registrar may be removed from these positions based on an annual evaluation at less than meritorious performance as deemed by the Chancellor. If the individual has completed at least three (3) years of service in the position, removal shall constitute placement of the member to an Associate or Assistant Director's position within the bargaining unit, with a salary rate of no lower than the mid-point of the category for which the Associate or Assistant is in. Decisions in these cases shall not be subject to Arbitration or to the provisions of Article XI.

## B.2. Change of Appointment – Internal Appointments

Individual internal appointments after October 1, 1998 to the following bargaining unit positions: Director of Admissions, Athletics & Recreation Director, Director of Financial Aid, Director of Housing and Residential Life, and University Registrar may be removed from these positions based on an annual evaluation at less than meritorious performance as deemed by the Chancellor. The member being removed shall be returned to their formerly

## ARTICLE V

## C. New and Vacant Positions

held seniority and bargaining unit position or similar bargaining unit position with salary rate increments that became effective during the time period that they held one of the above Director positions. Decisions in these cases shall not be subject to Arbitration or to the provisions of Article XI.

In both B.1 and B.2 above, incumbents as of October 1, 1998 shall be subject to all of the above terms and conditions, except that they shall maintain their present salary rate.

## C. New and Vacant Positions

1. When filling a vacancy for a new or existing position, the notice shall be posted on designated University bulletin boards for ten (10) working days, and a similar notice shall be published in the University news publication, and a copy of all notices shall be given to the Chairperson of the ESU or designee. The notice shall contain the requirements, duties, minimum category starting salary, qualifications, responsibilities and other pertinent information relevant to the position. It is understood that vacant positions shall stay within the Educational Services Unit.

Notices for vacant or new positions within the bargaining unit may be simultaneously advertised on campus as well as externally. All applications for a position shall be divided into two (2) subgroups: Subgroup A- all applicants internal to the bargaining unit, and Subgroup B- all applicants external to the bargaining unit. The Office of Human Resources shall send all applications from Subgroup A to the search and screen committee established to review them. The applications from Subgroup B shall not be sent to the search and screen committee until the committee has completed its review, which may include interviews, and determines that no sufficiently qualified candidate exists in Subgroup A.

Prior to sending the applications from Subgroup A, this internal pool must be deemed to have met Affirmative Action guidelines by the Office of Diversity, Equity & Inclusion. If the internal pool does not meet Affirmative Action guidelines, then it shall be supplemented by the external pool until the combined pool does meet these guidelines.

The applications from Subgroup B shall be held in the Office of Human Resources until they are called for in accordance with this section and shall not be released without the signature approval of the Vice Chancellor for Human Resources or designee and the Chairperson of the Educational Services Unit or designee.

2. New and vacant positions within the bargaining unit, with the exception of those listed in 2. A. below, shall be filled by promotion within the bargaining unit unless there is sufficient reason for an exception to this rule. Where an exception to the rule takes place, the University agrees to furnish the Educational Services Unit Chairperson, upon request, the reason for the exception in writing.

- 2.a. The following unit positions are not subject to Article C.2: Director of Admissions, Director of Athletics, Athletics & Recreation Director, Director of Career Services,

Director of Counseling Center, Director of Financial Aid, Director of Housing and Residential Life, Director of Student Health Services, University Registrar, and Dean of Students.

Educational Services Unit members who meet the minimum qualifications for any of the positions in 2.A. shall be guaranteed an interview by the search committee established to recommend finalists for the position.

Members who are not promoted to positions in 2.A. shall, upon request, receive a letter from the Office of Human Resources on behalf of the search and screen committee detailing the factors which led to the committee's decision not to promote the member. Such factors may include, but are not limited to, education, training, professional experience, or such other factors as the committee considered in arriving at its decision.

3. All applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.
4. Any interim external appointment to a bargaining unit position shall pay an Agency Fee for the period of appointment.
5. The Administration, with the concurrence of the Chief Diversity Officer/Title IX Coordinator, shall have the right to promote a bargaining unit member to a higher graded position within their current Department, without having to comply with the posting and search requirements listed in items one (1) through four (4) above, in accordance with the following stipulations:
  - a) The Department Head with the approval of the Division Head will issue a "Notice of Intent to Promote". Such notice will include a copy of the description of the position into which the unit member would be promoted. The Department Head will consult with Human Resources to develop the position description and notice. The notice shall be communicated electronically to each departmental ESU personnel with a response deadline of a minimum of five (5) days from issuance of the notice. Copy of the notice will also be sent to the Division Head, Human Resources, and the ESU Chairperson.
  - b) The notice would direct interested department unit members to submit a written request for consideration for the position, detailing how their background and experiences correspond with the posted qualifications, requirements, and duties of the position for which the promotional opportunity is posted. Written requests must be submitted to the Department Head by the close of business on the due date.
  - c) No search and screen committee would be required.
  - d) The Department Head must grant consideration to all Departmental unit members who duly request such consideration.

- e) The Department Head must demonstrate, in writing, how each candidate's background and experiences correspond to, or deviate from, the posted qualifications, requirements, and duties and must demonstrate in writing that the selected candidate is the most qualified.
- f) Following the selection decision, the Department Head will submit all supporting documentation to the Division Head, who will then forward the decision to the Office of Diversity, Equity & Inclusion and the Office of Human Resources for approval.
- g) An ESU member who duly submitted a written request for consideration and was not promoted under this provision may request a meeting with the Department Head to discuss the reasons why she or he was not selected for the promotion. Such meetings will be granted by the Department Head, who will also provide written documentation to the member detailing the factors, which led to the Department Head's decision not to promote the member. Such factors may include, but not be limited to, education, training, professional experience, or other such factors the Department Head may have considered in making the decision.

#### D. Educational Services Classification

##### 1. Position Classification and Salary Administration Program

It is agreed that the current position evaluation system shall be subject to change using the following procedures:

- a) A committee shall be established with three representatives of the Administration appointed by the Chancellor and three members appointed by the Chairperson of the ESU.
- b) The committee shall meet on a regular basis, review priorities, set a timetable, and develop an RFP for a vendor/consultant to review the existing Position Classification System and Manual, conduct a comprehensive evaluation of the Position Classification and Salary Administration Program, and develop recommendations for revisions.
- c) The committee shall, in accordance with University regulations, send out the RFP to potential bidders, review the responses, and conduct interviews with respondents.
- d) The committee shall recommend a list of consultants, to the Chancellor, who, after consultation with the Union Chairperson, shall have the final decision on the actual hiring of any consultant in accordance with this Memorandum.
- e) If a consultant is selected in accordance with this Memorandum, the committee shall meet with the consultant and work with them in an advisory capacity.

- f) After completion of the study, the consultant shall make a presentation to the committee, outlining their findings and recommendations.
- g) The consultant shall consider any feedback and recommendations made by the committee prior to issuing a final report to the Chancellor.
- h) This study shall include a review of the compensation program for the position of Residence Director, and degree compensation for all unit positions.
- i) The Chancellor shall review the report made by the consultant and decide on behalf of the Administration to accept and implement the recommendations, in part or in whole. The Administration shall not implement the recommendations, in part or in whole, unless a written agreement is reached with the Union. If a joint agreement cannot be reached, the parties shall enter into further negotiations on this topic.

The following policies apply to all ESU positions.

## 2. Position Evaluation

All unit positions are evaluated by the Classification Committee. The Classification Committee's purpose is to review existing or new ESU positions and place the positions appropriately within the unit category system. The Classification Committee shall be comprised of two (2) unit members selected by the Chairperson, and two (2) non-unit members from the office of Human Resources, and one (1) supervisor unit or non-unit from the Department/Division, as needed, to provide specific details related to position(s) being classified. Each position is evaluated in terms of specific elements and the extent to which each element is present in the position. The committee shall meet monthly. The elements considered in evaluating professional positions are:

- I. BASIC KNOWLEDGE
- II. EXPERIENCE
- III. JUDGMENT AND INITIATIVE
- IV. INDEPENDENT ACTION
- V. ACCOUNTABILITY
- VI. INTERRELATIONSHIPS
- VII. MANUAL SKILLS
- VIII. PHYSICAL ENVIRONMENT
- IX. PHYSICAL EFFORT
- X. OCCUPATIONAL RISKS
- XI. SUPERVISORY RESPONSIBILITY - A
- XII. SUPERVISORY RESPONSIBILITY - B

## 3. Reclassification/Salary Adjustment/Working Title Change

ESU members and/or their supervisors may request reclassification, salary adjustment, and/or title change if they believe that there has been a change in the member's duties, an



evolution of the position's responsibilities, or some other factor that had a substantial impact on the position.

#### 4. Procedure

- a) The ESU member and/or supervisor requesting Title, Salary, or Category change shall fill out the current ESU Reclassification Form and submit the form (Appendix A) along with appropriate documentation to their immediate supervisor and Chairperson of ESU. At a minimum, appropriate documentation must include the former and new job descriptions.
- b) The immediate supervisor shall forward the request to the Division Head, along with their comments, within five (5) working days.
- c) If the request has been filed by an ESU member, the Division Head will forward the request, along with their comments, to the Director of Human Resources within five (5) working days. If the request has been filed by the supervisor, the Division Head will forward the request to the Director of Human Resources within five (5) working days only if the Division Head approves the request. If the Division Head denies the request, the process will end here.
- d) The Director of Human Resources shall forward the request to the Classification Committee for re-classification which shall be submitted to Human Resources Department within 15 days of receipt. The Vice Chancellor for Human Resources or the Human Resource Compensation Specialist will review the request and the results from the Classification Committee and decide of appropriate changes. Any determination of changes in Title, Salary, or Category must be justified and documented relative to classification ranges, similar existing positions, standard practice, and/or equity. The Vice Chancellor for Human Resources or Compensation Specialist shall make their determination within thirty (30) days. Said determinations shall be forwarded in writing to the Division Head, the requestor, the ESU Chairperson, and the ESU member.

D

- e) Salary adjustments made under the process described in Section 3 shall not exceed 20% of the employee's current salary.

#### 5. Appeals

Any ESU member may appeal the decision of the Vice Chancellor for Human Resources or Compensation Specialist to the Appeals Committee. The Appeals Committee shall consist of two (2) unit members selected by the Chairperson (no member can be a supervisor or co-worker of the member making the request) and two (2) non-unit members selected by the Chancellor (no non-unit member shall be the supervisor or Division Head of the member making the request.) The Chair of the committee shall rotate between the unit and non-unit members per request and shall be responsible for formal communications.

ARTICLE V  
Members

E. Annual Evaluation of Bargaining Unit

Within five (5) working days after receipt of the Human Resource decision in the process outlined in 3, the ESU member must request that Human Resource forward all documents, including the decision document, to the Appeals Committee. The Appeals Committee will review said documents and make a recommendation to the Chancellor within fifteen (15) working days for final decision. The Chancellor's decision shall be rendered within ten (10) working days.

E. Annual Evaluation of Bargaining Unit Members

The provisions of this section shall be suspended for the period July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30, 2022 *provided* that, the Employer and the Union shall bargain over the terms a new annual evaluation process and instrument, including the effective date of such new annual evaluation process and instrument.

The parties agree that the evaluation instrument and instructions as contained in Appendix B, incorporated herein as part hereof shall be the sole exclusive instrument and instructions used for the annual evaluation of unit members.

The Evaluation Process:

1. Annually, the supervisor will evaluate each bargaining unit member in the month of November.
2. The evaluation shall be recorded in writing. Prior to preparation of a final draft, the evaluator shall meet with the unit member to discuss the evaluation. Each unit member shall receive a complete copy of the final evaluation and shall sign the evaluation to indicate receipt and review. The signature shall not indicate agreement or disagreement with the content.
3. The unit member shall have the right to respond in writing to the evaluation and to have these comments attached to the official file copy of the evaluation.
4. The evaluation will be based on the university's and department's mission, goals, and annual objectives and on annual plan of goals and objectives arrived at between the Department Head and each individual employee. Department Heads will ensure that the evaluation process is of a constructive nature and that it will aid the bargaining unit member in correcting any deficiencies. Furthermore, the evaluation should provide opportunity for discussion of evolution in job duties or expectations. Should merit money be available, the evaluation will be taken into consideration in determining the award of merit increases.
5. Department Heads who report directly to non-unit supervisors will be evaluated by them using the same process.

6. The evaluation will be forwarded to the Division Head or designee by the supervisor upon completion of the evaluation for signature. Results will be maintained in confidence between the bargaining unit member, the Department Head, the Division Head and/or designee, if any, and become a part of the employee's personnel file.

Goals and Objectives:

New employees to the Educational Services Unit shall have Section II. B. waived for their first year of service.

Transfers:

Bargaining unit members who are transferred shall have their annual evaluation conducted by the supervisor with whom they spent the majority of the year. When a transfer occurs, which results in an equal time period of supervision, the most recent supervisor shall conduct the annual evaluation.

Appeals:

Bargaining unit members may appeal their overall rating by submitting in writing to the Division Head evidence that supports their contention. The appeal must be sent within ten (10) working days from the time that the bargaining unit member receives their annual evaluation. The Division Head shall render a final decision on the appeal within ten (10) working days of receiving the appeal.

Training:

Supervisors, regardless of bargaining unit status, shall attend a training program conducted by the Office of Human Resources prior to conducting any evaluation process. The Chair of the ESU or designee shall attend the training program.

## F. Personnel File

The Office of Human Resources shall maintain the official personnel file for each member of the bargaining unit.

The bargaining unit member may schedule an appointment at a mutually convenient time during regular business hours to view the personnel file and may have a copy of any material contained in the personnel file.

Should the bargaining unit member object to any material contained in the personnel file, the bargaining unit member may insert a signed and dated written personal statement into the personnel file.

It shall be the responsibility of each bargaining unit member to immediately inform the University Office of Human Resources of any change in name, address, telephone number, marital status, dependents, or beneficiary.

ARTICLE VI  
SALARY AND FRINGE BENEFITS

A. Cost Items and Appropriation by General Court

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 Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the dates provided.
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.
3. The Trustees shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete, and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.
4. All moneys which are designated in the budget (AA/01 account) for the salaries of the members of the bargaining unit shall be allocated solely for such salaries. Provided, however, where the law allows, the Administration of the University may temporarily and for cause use a position in the bargaining unit as designated on the AA/01 account for other duties after consultation with representatives of the Educational Services Unit.
5. For the purposes of the hiring schedule, a listing of the categorized positions is maintained in the Office of Human Resources.
6. Salary Adjustments

Effective first full pay period in July 2020: 2.0% base rate salary increase for members who were on the payroll as of June 30, 2020.

In addition to the base salary increase described above and in consideration for the mutual promises contained in this paragraph, members of the bargaining unit who are eligible for the salary increase described above, shall receive an additional 0.5% salary increase (not compounded, for a total of 2.5%), effective the first full pay period in July 2020; provided that the Parties hereby acknowledge that the university has fulfilled any and all bargaining obligations pursuant to M.G.L. c.150E concerning the implementation of the contribution rates contained in M.G.L. c. 175M, s.6(e); provided further that, in the event the Department of Family and Medical Leave establishes a contribution rate for which the maximum allowable employee contribution rate exceeds 0.5%, upon request of the Union, the Parties shall bargain over the impacts of such employee contribution rate (for baseline purposes, the Parties acknowledge that the current employee contribution

ARTICLE VI  
Court

A. Cost Items and Appropriation by General

rate is 0.378%).

Effective first full pay period in July 2021: 2.0% base rate salary increase for members who are on the payroll as of June 30, 2021.

Effective first full pay period in July 2022: 2.0% base rate salary increase for members who are on the payroll as of June 30, 2022.

To be eligible for any salary increase contained in this paragraph, an employee must be on the payroll, including any furlough or other authorized leave of absence, on the effective date of such salary increase and either: a) on the payroll during the pay period during which such salary increase is implemented; or b) retired (including those who separated as part of a Voluntary Separation Incentive Program (VSIP) and subsequently retired), deceased, or laid off after the effective date of such salary increase. Employees who left/leave the University voluntarily (other than through a (VSIP)) or were discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay.

One-time, Lump-sum Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, members of the bargaining unit who are on the payroll, including any furlough or other authorized leave of absence, on the date on which the General Court authorizes the cost items contained in this agreement and during the pay period during which the payment described in this paragraph is implemented, shall receive a one-time, lump-sum payment equivalent to the greater of one and one-half percent (1.5%) of their base annual salary (not including overtime, additional compensation, or other additions) or \$1,000, calculated after the salary increases effective the first full pay periods in July 2020 and July 2021.

ARTICLE VI  
Court

A. Cost Items and Appropriation by General

Effective July 1, 2022, newly hired, current members, or promoted members of the bargaining unit shall receive the following minimum salary for the appropriate category. The 2020, 2021, and 2022 negotiated salary increases shall be applied first, then increased to the minimum or mid as applicable.

**ESU HIRE-IN/PROMOTIONAL  
SALARY RANGES**

LEVEL	MIN	MID	POINTS
10	\$43,518	\$54,398	149-160
11	\$47,856	\$59,820	161-172
12	\$52,756	\$65,945	173-184
13	\$57,791	\$72,239	185-196
14	\$63,389	\$79,236	197-208
15	\$68,565	\$85,707	209-220
16	\$73,815	\$92,269	221-232
17	\$79,410	\$99,262	233-244
18	\$85,009	\$106,261	245-256
19	\$90,957	\$113,696	257-268

7. Service Adjustment - Length of Service

Upon ratification of this contract, each member of the bargaining unit, upon completion of twenty-five (25) years or thirty-five (35) of service with the University of Massachusetts Dartmouth, shall receive a salary increase of five percent (5%) of their salary effective on the anniversary date of initial hire.

8. Service Adjustment - Retirement

If a member of the bargaining unit, aged fifty-five (55) or older, has served the university for twenty (20) years or more and has filed with the Chancellor, in writing, a one year notice of retirement (subject to revocation until three months prior to the scheduled retirement date, after which such notice shall be irrevocable), the University shall, within thirty (30) days of such retirement, pay the member \$8,000 as a one-time lump sum payment.

9. Workload

The parties recognize that work schedules for ESU members may vary widely within the standard payroll period, and certain individual bargaining unit members have schedules, consistent with departmental needs and goals, that require them to provide services as part of their duties at night or on weekends. In addition, ESU members, as professionals, on occasion have to devote additional time to the completion of their work.

ARTICLE VI  
Court

A. Cost Items and Appropriation by General

Unless as mutually agreed to by the employee and the Department Head, the regular schedules of ESU members shall include two consecutive days off.

10. Discretionary Administrative Leave

- a. A member who is required to work additional hours in circumstances other than those described in paragraph A .9, above, (e.g. for events, activities, projects/project planning, etc.) shall earn Discretionary Leave Earned (DLE), on an hour-for-hour basis.

When the work to be performed pursuant this paragraph is expected to be four (4) hours or less in any work week, the immediate supervisor may authorize such work and the accrual of DLE. When the work to be performed pursuant to this paragraph is expected to be greater than four (4) hours in any work week, whenever practical, the immediate supervisor shall obtain the approval of the Division Head in a manner specified by the Division Head.

The current practice of being off duty on the Monday following the weekend for those Resident Directors or Area Coordinators who were On Duty will be replaced with the earning of 7.5 hours of Discretionary Leave Earned (DLE) to be taken the week following on-call status or at a mutually agreed upon time between the employee and supervisor.

Whenever a member, other than a Resident Director or Area Coordinator, is directed to report to campus on a weekend, the member shall be credited with a minimum of three (3) hours of Discretionary Leave Earned (DLE) in accordance with the following:

- 1) The provisions in this paragraph do not apply to circumstances when a member is directed to provide support or otherwise work remotely on a weekend.
- 2) In the event the actual on-campus work that necessitated the member to report to campus is less than three (3) hours, the member may be assigned additional duties to complete the three-hour minimum; *provided* that, if the member and supervisor agree, the member may leave prior to three (3) hour minimum and be credited with Discretionary Leave Earned (DLE) equal to the actual time working on campus.

Discretionary Leave Earned that is earned pursuant to this paragraph shall be used (Discretionary Leave Used or DLU) at a time or times agreed to by the unit member and the immediate supervisor; *provided* that, unless otherwise agreed to by the unit member and the immediate supervisor, such leave shall be taken within 365 days after being earned.

ARTICLE VI  
Court

A. Cost Items and Appropriation by General

b. On-Call

Members of the bargaining unit, assigned in writing to a formal On-Call status,\* shall receive one day of Discretionary Administrative Leave for every week (7 consecutive days) assigned On-Call status, or, for assignments of less than one week, one hour for every sixteen (16) hours assigned On-Call status. Members shall not serve consecutive weeks unless there is a bona fide emergency.

Pilot Alternative, Compensated On-Call Systems

A functional unit may establish a pilot alternative, compensated on-call system in writing under the following conditions:

- Employees assigned to a pilot alternative compensated on-call system are required to respond to the contact device (phone, cell phone, beeper, etc.) provided by the Administration, for the specified period of time.
- A base salary increase, as calculated below, shall be applied to every employee who is assigned to a pilot alternative compensated on-call system, for such duration as the employee remains part of the alternative on-call system.
- The base rate increase described above shall be calculated as follows:

$$\text{Adjustment} = \text{Annual On-call Hours} \div 8 \div 40 \times \$750$$

- The provisions of VI (A) (10) (b) do not apply to employees who are assigned to a pilot, alternative compensated On-Call system.

\*Formal on-call status requires that the bargaining unit member respond to the contact device (phone, cell phone, beeper, etc.) provided by the Administration, when such device is provided, for a specified period of time.

c) Call-Back

An ESU member who has left their place of employment after having completed work on their regular tour of duty and is called back to work prior to the commencement of their next scheduled tour of duty, shall receive a minimum of one (1) hour of Discretionary Administrative Leave for each hour worked. Supervisors shall take into consideration travel time to and from the member's place of employment.



ARTICLE VI  
Court

A. Cost Items and Appropriation by General

An ESU member who is called back to work under this provision that does not require travel to and from their place of employment shall receive an hour of Discretionary Administrative Leave for each hour worked, subject to the approval of their supervisor. Leave accumulated under this article shall be taken no later than 365 days after accrual.

- d) There shall be a special labor management committee established, with an equal number of representatives appointed by the Union and appointed by the Administration, for the purpose of monitoring and making recommendations to amend the Pilot Alternative, Compensated On-Call Systems; provided that unless mutually agreed, neither party shall be required to negotiate or re-negotiate the terms of the Pilot Alternative, Compensated On-Call Systems during the life of this agreement.

11. Team Leaders in Computing and Information Technology (CITS)

1. Team Leader additional duties shall normally have a term of no more than one year.
2. Appointments to the position shall be made by the Department Head in CITS and approved by the Division Head. A Team Leader may withdraw from the position at any time during the appointment period provided that sufficient notice has been given to their supervisor in writing.
3. The additional duties and responsibilities of a Team Leader are as follows:
  - Coordinate task assignments within the team, adjusting as necessary
  - Coordinate and facilitate communications within the team and with other areas
  - Manage customer relationships and coordinate customer support
  - Coordinate project and resource needs for the team
  - Prepare budget information
  - Function as a team member
4. Team Leaders are eligible for additional compensation in accordance with Article VI.A.14.

12. The employer shall have the option to counter a written job offer.

13. Prior Contract

The parties agree that there is no outstanding obligation for moneys not previously disbursed for in-service or merit recognized bonuses, distinguished service awards, or career training under any prior agreement.

ARTICLE VI  
Court

## A. Cost Items and Appropriation by General

## 14. Additional Compensation

## a. Temporary Promotions or Transfers

Unit members who accept a temporary promotion or transfer to a position at a higher level shall receive a temporary salary increase for the duration of such temporary promotion or transfer of up to 30%, or to the minimum salary of the temporary position, whichever is higher. Temporary promotions or transfers made pursuant to this paragraph shall not exceed one (1) year, but may be extended to 16 months given an unusual circumstance.

Whenever a unit member is temporarily promoted or transferred to a position outside of the bargaining unit, following such temporary promotion or transfer, the unit member shall have the right to return to their immediate previous unit position with no loss of seniority and at a salary not less than their former salary in their immediate previous unit position, plus any salary increases implemented pursuant to any collective bargaining agreement.

## b. Additional Compensation

Unit members who accept temporary additional duties not covered by paragraph A.10 or A.14 (a) that are beyond the scope of their normal duties or are a substantial increase to their regular duties outside of normal working hours, shall receive additional compensation of up to 20% of their annual salary, paid in bi-weekly installments during the period of such temporary additional duties. Such additional duties and compensation shall not generally exceed one year, but may be extended by mutual agreement.

The unit member, supervisor, and all budgetary and other approvers shall use their best efforts to obtain all approvals before such additional duties have begun; *provided* that, in the event a unit member begins temporary additional duties pursuant to this section prior to all approvals, any alteration or amendment of the terms of such temporary duties (e.g. by a Human Resources or a budgetary or other approver) may only be applied prospectively.

A joint labor-management committee shall be formed for the purpose of developing a new form and procedure for assigning additional duties (and the prompt payment therefore) pursuant to this paragraph, which shall be created jointly by Labor and Management and will be integrated into this agreement as an Appendix.

## 15. Parking

The university agrees that the Chancellor shall constitute the University Parking Committee and the ESU representative to the committee shall be determined in accordance with the parties' collective bargaining agreement.

ARTICLE VI  
Court

A. Cost Items and Appropriation by General

---

It is further agreed that effective July 1, 2009, the following campus locations shall have sufficient designated parking spaces for Educational Services Unit members as follows:

- a. eighteen (18) or sufficient designated parking spaces at the Tripp Athletic Center
- b. twenty-two (22) or sufficient designated parking spaces in parking Lot C (rear of Pine Dale Hall)
- c. seven (7) or sufficient designated parking spaces adjacent to Elmwood Hall
- d. one (1) parking space designated to each Resident Director in proximity to their assigned apartment and one (1) additional parking decal, at no cost, shall be provided to a Resident Director's spouse or domestic partner

If the university continues the parking fine appeals committee, the Chairperson of the Union shall appoint one (1) member to the committee.

Upon execution of the July 1, 2018 agreement, the parties will jointly, with all other UMass Dartmouth campus unions, engage in good faith discussions on a paid parking system.

## B. Benefits

1. The members of the bargaining unit shall continue to be covered by all the fringe benefits as provided by law.
2. The following are fringe benefits for members of the bargaining unit:

- a. Life Insurance

The trustees shall continue to cover all employees of the unit under the plan now in effect during the term of this agreement pursuant to the provisions of Massachusetts General Laws, Chapter 32A, Sections 5, 6, 8 and 10.

- b. Group Insurance

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

- c. Worker's Compensation

The members of the bargaining unit shall be covered by provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152. A member who is entitled to any sick leave allowance may take such of their sick leave allowance as payment as, when added to the amount of any disability compensation provided by statute, will result in the payment of their full salary in accordance with the provisions of MGL Chapter 152, Section 69.

- d. Health Care Cost Containment

The parties recognize the escalating cost of group health insurance is a matter of mutual concern.

- e. Pre-Tax

Pre-tax treatment of group health insurance contributions shall continue for the duration of the contract.

## f. Annual Leave

Subject to the approval of the immediate non-unit supervisor or designee, the following leave shall be allowed:

(1) For employees hired on or before June 25, 1983:	DAYS
For service two years and under	20
For service after two years and under five years	22
For service after five years and under ten years	24
For service after ten years and under fifteen years	26
For service after fifteen years	28

Accruals shall be earned hourly.

(2) For employees hired after June 25, 1983:	DAYS
For service eight years and under	20
For service after eight years and under sixteen years	21
For service after sixteen years and under twenty-five years	23
For service after twenty-five years	28

Accruals shall be earned hourly.

Accruals shall be cumulative for a period of up to sixty-four (64) days and shall be payable to members or their survivor(s) upon termination of employment.

Effective June 30, 2020, unused leave over sixty-four (64) days will be forfeited. In addition, members will not accrue more than sixty-four (64) days.

## g. Sick Leave

Effective July 1, 1998, all members shall be entitled to fifteen (15) days sick leave per year.

At the beginning of each fiscal year, three (3) days shall be contributed on behalf of each unit member to the sick leave bank. Accruals shall be earned monthly. There shall be no limit on accumulation. The member may use the sick leave credits/days, up to a maximum of sixty (60) days per fiscal year, for an illness of a family member, to include the member's spouse, domestic partner, child or parent of either an employee or their spouse or domestic partner, or a relative living in the immediate household of an employee who is ill, or a person for whom a member is the sole caregiver.

The changes in the preceding paragraph shall be operative until June 30, 2023; *provided* that there shall be a labor-management committee, consisting of an equal number of members appointed by the Union and the Administration; such committee shall convene no later than March 1, 2023.

The Office of Human Resources shall maintain a register of the sick leave bank and the number of days accumulated in the bank.

After the exhaustion of sick leave accumulation and vacation leave accumulation, every person in the ESU bargaining unit shall be allowed to draw upon the Sick Leave Bank. Each member of the Sick Leave Bank may draw up to forty-five (45) working days. After the forty-five (45) working days have been exhausted, the member must re-apply to the Sick Leave Board, whose members will be appointed by the Educational Services Unit Chairperson and one (1) Administrator appointed by the Chancellor.

The changes in the preceding paragraph shall be operative until June 30, 2023; *provided* that there shall be a labor-management committee, consisting of an equal number of members appointed by the Union and the Administration; such committee shall convene no later than March 1, 2023.

Members of the bargaining unit who wish to use accrued sick leave must notify the immediate supervisor or the Office of Human Resources no later than the beginning of the scheduled shift, or in exceptional circumstances, as soon as practical. Repeated violations of this provision may result in loss of pay for the day.

Where the next level supervisor or above has substantial evidence to believe that sick leave is being abused, that supervisor or above may request the submission of satisfactory medical evidence from a health-care professional to the Office of Human Resources. Such requests shall be made within ten (10) working days of the suspected abuse or return of the bargaining unit member, whichever is later. Failure of a bargaining unit member to present such medical evidence within ten (10) working days after such a request has been made by such supervisor or above may result in the absence being treated as absence without pay. Such supervisor or above may at their discretion, grant the bargaining unit member reasonable time during the bargaining member's regular tour of duty, if necessary, to seek the proper medical evidence as requested. For consecutive days of sick leave, no such request for medical information shall be made prior to seven (7) consecutive work days.

All medical documentation shall be submitted directly to the Office of Human Resources, which will maintain all documents as confidential and will notify the supervisor of receipt of the requested information. Upon review, the information shall be returned to the member, at the member's discretion. If a dispute arises from the review of the medical information, all information shall be maintained by Human Resources until settlement of the dispute.

Creation of a joint labor management committee with the authority to research, design, and propose one or more employer sponsored systems to improve or replace the current sick leave system for bargaining unit members. For the duration of this Agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015. For the duration of this Agreement, the current sick leave terms will

remain unchanged for current employees. If the committee fails to bargain a replacement system, the current sick leave systems will continue with current language. This clause shall be removed from the contract on June 30, 2023 if no action is taken.

The 120-day cap referred to in this section shall not apply to new employees, hired after January 1, 2015, who, because of prior service, transferred a sick leave balance.

h. Payment for Accumulated Sick Leave

Upon retirement any member of the bargaining unit shall receive as payment for accumulated sick leave twenty percent (20%) of the total number of the accumulated sick days. This amount shall not be counted to calculate retirement benefits.

i. Funeral Leave

Upon the death of the husband, wife, child, parent, spouse's parent, brother, sister, brother-in law, sister-in-law, stepchild, grandchild, and grandparents of any member of the unit, or a person living the immediate household, funeral leave with full pay shall be granted for a period not to exceed five (5) days. The immediate supervisor and Division Head may grant one (1) day of funeral leave when the deceased, other than those listed above, is deemed to have been of significance to the employee.

j. Personal Leave

On the first Sunday in the first full pay period in January of each year, Educational Services Unit personnel will be credited with eight (8) Personal Leave days which may be taken through the last pay period in the calendar year.

Members of the bargaining unit who wish to use personal leave, must notify the immediate supervisor or Human Resources no later than the beginning of the scheduled shift, or in exceptional circumstances, as soon as practical. Repeated violations of this provision may result in loss of pay for the day

There shall be a special labor management committee established, with an equal number of representatives appointed by the Union and appointed by the Administration, for the purpose of developing appropriate requirements and practices for the use of Personal Leave.

All newly hired employees for the first calendar year of employment shall have their personal leave pro-rated in the following manner:

<u>Date of Hire into Unit</u>	
Beginning of Calendar Year to March 30	8.0
April 1 to June 30	6.0
July 1 to September 30	4.0
October 1 to end of Calendar Year	2.0

k. Professional Leave

The university shall award Professional Development Leave for the purpose of enhancing the member's functional knowledge, and contributing to the overall mission of the university.

**Reason for Leave**

Such activities can include, but are not limited to:

- attainment of a post-graduate degree related to the improvement of the employee's knowledge of their job function
- research related, but not limited to, higher education, job duties and professional proficiency, strengthening the university mission, or student services
- improvement of professional credentials through credited or non-credited programming

**Eligibility**

Equivalent of 6 years or more of full-time service to the university

**Compensation**

- Equivalent of 1 semester (15 weeks/ 75 days); full salary or
- Equivalent of 2 semesters, (30 weeks/ 150 days); half salary

**Period of Leave**

Leave can be taken in various blocks of time over the course of the degree and/or project. Examples include, but are not limited to:

- 1 or 2 days per week, and/or intermittent days, and/or 2 weeks intermittently
- full semester and/or full-summer or full-year

A one-time extension can be requested but is subject to supervisor approval.

**Leave Request Proposal**

The unit member shall complete a proposal, including, but not limited to, the following elements:

- specific dates and duration of the leave
- project or activities that will be conducted during the leave
- the expected outcome(s) of the project or activity



- reporting obligations; request for in-person presentation (optional)
- benefit to the member, position, department, and institution

Proposals should be submitted 1 year before the intended professional development leave unless extenuating circumstances exist. Employees should make every effort to discuss leave, benefits, and departmental needs with their immediate supervisor, whenever possible, prior to submission of the proposal.

The Professional Leave Committee shall be composed of six (6) members, three (3) individuals appointed annually by the Chairperson of the Educational Services Unit, and three (3) non-unit Administrators appointed by the Chancellor of UMass Dartmouth.

The position of Chairperson shall alternate annually between the university and the ESU.

Upon receipt of proposal, the Professional Development Leave Committee will review the proposal based on the following criteria:

- merit of project or activity
- ability to improve member's expertise
- ability to improve member's credentials/benefit to the department
- ability to improve position, department, and/or university mission directly or indirectly
- ability to improve recruitment, admissions, and retention goals, both short-term and long-term

Within ten (10) days of receipt of the proposal, the committee shall schedule an in-person presentation if the member had so requested. Otherwise, the committee may either request additional information or submit a recommendation to the Chancellor (if an in-person presentation occurs or additional information is sought, the committee shall submit a recommendation to the Chancellor within ten (10) days following such presentation or receipt of such additional information). Any member or members of the committee may write a concurring or dissenting opinion, which shall be attached to the committee's recommendation.

Within ten (10) days of receipt of the committee's recommendation, the Chancellor will render a decision, which shall be transferred to the unit member and the members of the committee; *provided* that, without a specific, independent allegation of a violation, misinterpretation, or inequitable application of a provision contained in this Agreement, the Chancellor's decision shall be final and shall not be subject to the Grievance Procedures contained in Article XI.

#### 1. Family Leave

It is understood that the provisions of the Family and Medical Leave Act of 1993 ("FMLA") apply to all eligible members of the bargaining unit and that when the

collective bargaining agreement provides the same type of leave required under FMLA, any time spent by an employee on such contractual leave shall simultaneously be counted as an FMLA leave. Employees on FMLA leave may choose to use accrued vacation, personal, or sick leave credits and are entitled to apply for sick bank leave credits. Upon notice, employees may opt to use unpaid time.

If the leave benefits provided in the collective bargaining agreement are less than those available under the FMLA, the more generous provisions of the FMLA shall prevail.

If the leave benefits provided in the collective bargaining agreement are greater than required by FMLA, the relevant provisions of the agreement shall be honored, but the first twelve (12) weeks spent on such contractual leave shall, if applicable, be counted as FMLA leave.

Regular group health insurance coverage shall be maintained when a leave is granted in full accordance with Family Leave Policy or when the collective bargaining agreement specifically so requires.

Individuals who are on maternity leave and other forms of family leave in accordance with this section may be eligible for an extension of up to twelve (12) weeks, subject to the approval of their Division Head. Such extension must be requested in writing and shall require the approval of the employee's Division Head. The extension shall be unpaid, unless the employee has accrued vacation, personal, or sick leave credits available to cover any portion of this period of time. Individuals denied an extension by the Division Head may appeal to the Chancellor. Such appeals must be in writing to the Chancellor. A decision by the Chancellor is final.

Members who have been employed for at least 3 consecutive months, shall receive their regular salary for 10 days of said leave, at a time requested by the employee. These 10 days of paid leave may be used on an intermittent basis over the 12 months following the birth, adoption, or foster placement, except that the leave may not be charged in increments of less than one day.

Members of the bargaining unit shall be eligible to use sick day accruals for the purpose of FMLA.

m. Tuition Credits

As more fully described in the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits; *provided* that, in the event of a conflict between the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129) and current practice, current practice shall prevail.

Members of the bargaining unit and members of their immediate family shall be allowed to enroll tuition free for credit and non-credit courses offered in University Extension at the University of Massachusetts Dartmouth, provided that they shall not be counted in determining whether the course is canceled.

n. Tuition Remission

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984).

o. Travel Allowance

When a member of the bargaining unit is authorized to use a personal automobile for travel related to employment or is assigned to travel status, the individual shall be reimbursed for travel and meal expenses at the amount established in the Board of Trustees/University System Travel Policy.

p. Leaves

(1) Military Leave Rules and Regulations

Any person in the service of the Commonwealth shall be entitled, during the time of their service in the armed forces of the Commonwealth, under Section thirty-eight, forty, forty one, forty-two or sixty of Chapter 33 of the General Laws, or during their annual tour of duty not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee or official of the Commonwealth, and shall also be entitled to the same leaves of absence or vacation with pay given to other employees or officials (Section 59 of Chapter 33, G. L., as amended by Chapter 378 of the Acts of 1956).

Any person in the service of the Commonwealth who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provision of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, and amendments thereto.

Any person who, on or after January first, nineteen hundred and forty shall have tendered their resignation from an office or position in the service of the Commonwealth, or otherwise terminated such service for the purpose of serving in the military or naval forces of the United States, and who does or did so serve or was or shall be rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from their

office in the service of the Commonwealth or to have terminated such service, until the expiration of two years from the termination of said military or naval service by him/her.

Any officer or employee of the Commonwealth appointed by the Governor with the advice and consent of the council or any employee of the Commonwealth appointed by a commissioner of a department, a commission or board with the approval of the Governor and a council, or any officer or employee appointed by the General Court or either branch thereof who, on or after June 25, 1950, shall have tendered their resignation from an office or position in the service of the Commonwealth for the purpose of serving in the armed forces of the United States while engaged in hostilities under flag of the United Nations, or in state of war arising out of and as a result of such hostilities, and who so serves, shall, except as otherwise provided in Chapter 805 of the Acts of 1950, and amendments thereto, be deemed to be or to have been on leave of absence without pay and no such person shall be deemed to have resigned from their office or position in the service of the Commonwealth, or to have terminated such service, until the expiration of ninety days from the termination of said service with the said armed forces; provided, however, that such service shall not be construed to include service for more than four years unless such further period of service in excess of four years was involuntary service required by the government of the United States. This rule shall terminate on July 1, 1966[(Section 25 of Chapter 708 of the Acts of 1941, as amended by Chapter 544 of the Acts of 1962). Chapter 580 of the Acts of 1964].

Leave of absence with pay shall be granted to persons on the occasion of appearances before local draft boards or draft appeal board, or for physical examinations ordered by said boards.

A person who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which he/she is ordered to report to the draft board until the time of their rejection, in addition, for such period of time, not to exceed forty-eight hours, as may be required for travel in connection therewith.

## (2) Court Leave

Persons who are called for Jury duty shall be granted court leave. Notice of service shall be filed with the Department Head upon receipt of summons. (Opinion of Attorney General dated December 2, 1938.)

If Jury fees received by a person amount to more than the person's regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to their appointing authority.

Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the person and shall not be considered part of the jury fees.

Persons who are summoned to appear as witnesses on behalf of any town, city, county, state, or the federal government shall be granted court leave; provided, however, if any person who is employed by the Commonwealth is summoned to appear as a witness because of the duties of an additional position whether on part-time or not with a city, town, county, or federal government or otherwise, such person shall not be granted court leave with pay. Notice of service shall be filed with the Department Head upon receipt of summons. Witness fees and all other fees except jury fees received for services during office hours shall be paid to the Commonwealth. Whenever a person is called for jury duty or summoned to appear as witness and such jury duty or appearance occurs during their vacation, there will be no necessity to account for any fees received during such period.

Expenses reimbursed by the person from travel, meals, room hire, etc., shall be retained by the person and shall not be considered as part of the witness fees.

When a person has been granted court leave for jury or witness service, and is excused by the proper court authority, they shall report back to their official place of duty whenever the interruption in jury or witness service will permit four or more consecutive hours of employment. Court leave shall affect no employment rights. Court leave shall not be granted when a person is the defendant or is engaged in personal litigation.

### (3) Other Leave

To permit persons who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, Department Heads shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers, or escorts participating in such services.

Persons shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the appointing authority shall immediately initiate a Workers Compensation claim and further payments because of such prophylactic inoculation shall cease.

Persons shall be entitled to leave of absence with pay for a period of absence due to quarantine because of exposure to a contagious disease in the regular performance of duty.

Leave of absence with pay may be granted to persons who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS or World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United

Spanish War Veterans, Veterans of Foreign Wars, Reserve Officers Association of the United States, USA, Inc. Whenever such leave of absence with pay is granted to persons subject to this rule, such a leave of absence will not be charged to available vacation leave credits.

Leave of absence with pay may be granted to persons who are officers, delegates, or alternates of employee organizations for the purpose of attending conventions of their organizations. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits.

Persons who are officers of employee organizations may be granted leave of absence with pay to attend hearings before state legislative committees or commissions and not more than ten executive board meetings per calendar year. Persons who are officers or members of employee organizations may be granted leave of absence with pay to attend conferences with Department Heads, boards, or commissions in the interest of business pertinent to the membership of their organization and to the Commonwealth.

Leave of absence with pay, not to exceed two (2) hours, shall be granted to any person, if he/she makes application therefore, to permit him/her to vote in the voting precinct, ward or town in which such person is entitled to vote; provided that the hour of opening and the hour of closing of the polls at such voting place would preclude their working their regular hours of employment and their traveling to or from the polls.

q. Holiday Schedule

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Indigenous Peoples' Day
Patriots' Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

When a holiday occurs on a unit member's regular scheduled workday, they shall receive their regular pay for such holiday.

Mandatory Holiday Work

- Supervisors shall, whenever possible, rotate any mandatory holiday work among those unit members whose skills are necessary to perform the required work.

2. The parties recognize that, historically, New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day have been identified as significant holidays. However, in recognition of the individual, personal, religious, or ethnic/cultural nature of certain holidays, each unit member shall be permitted to identify or change any previously made identification, no later than December 15 in the prior year, up to four (4) alternative holidays (from the list above) as significant holidays. Such identification shall be made directly to the immediate supervisor in a manner to be determined by such immediate supervisor; failure by the unit member to identify or change any previously made identification, no later than December 15 in the prior year, such alternative holidays as significant holidays will result in the alternative holidays identified during the prior year (or, if no such alternative holidays had been identified, the historically identified significant holidays) being deemed identified as significant for that individual for the following year.
3. Whenever possible, supervisors shall avoid requiring a unit member to work on any identified significant holiday and, in any case, shall notify unit members at least ten (10) days in advance of the need to work on any holiday.
4. If circumstances arise wherein the supervisor is unable to meet the ten-day notice requirement, the bargaining unit member assigned to work on the holiday may, subject to the approval of the Chancellor, receive reasonable and appropriate additional compensation in addition to the compensation mandated in the paragraph below. The decision of the Chancellor shall not be grievable or precedent setting.
5. Unit members who are required to work on a holiday shall receive, in addition to the holiday pay described above, their regular rate of pay for all hours worked or, at the unit member's option, one (1) hour of Discretionary Leave Earned (DLE) for each hour worked to be used in accordance with Article VI, Section A.10; *provided* that unit members who are required to work on an identified significant holiday shall receive, in addition to the holiday pay described above, one and one-half times (1 ½) their regular rate of pay for all hours worked or, at the unit member's option, one and one half (1 ½) hours of Discretionary Leave Earned (DLE) for each hour worked to be used in accordance with Article VI, Section A.10.
6. Unit members in the job title Resident Director or Area Coordinator, who are on call on any holiday shall, in addition to holiday pay, earn one (1) day of Discretionary Leave Earned, to be used in accordance with Article VI, Section A.10.

r. Health and Welfare

1. The Trust Agreement

The parties agree to continue the Health & Welfare Fund Agreement and Declaration of trust established under the prior collective bargaining contract. The Board of Trustees of the Health & Welfare Fund(s) shall determine in their discretion and within the terms of this agreement and the agreement and declaration of trust(s) such health and welfare benefits to be extended by the Health & Welfare Fund(s) to employees and to their dependents.

2. Funding

- (a) Effective the first pay period in January 2015, the university agrees to contribute on behalf of each full-time equivalent unit member \$14.50 per calendar week to the appropriate Health & Welfare Fund.
- (b) Effective the first pay period in June 2016, the university agrees to contribute on behalf of each full-time equivalent unit member \$15.00 per calendar week to the appropriate Health & Welfare Fund.
- (c) Effective the first pay period in June 2017, the university agrees to contribute on behalf of each full-time equivalent unit member \$15.50 per calendar week to the appropriate Health & Welfare Fund.

(3) Non-Grievability

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

(4) Board of Trustees' Liability

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



## ARTICLE VII WORKING CONDITIONS

### A. Full-time Service Requirements

Appointments to a position in this bargaining unit on a full-time basis obligates the appointee to render full-time service to the university unless otherwise specifically exempted by the Chancellor in writing.

### B. Professional Responsibility

1. The exercise of legal and constitutional rights shall in no way jeopardize the Educational Services Unit member's position or rights.
2. It shall be the duty of the Administration to provide safe, clean, wholesome surroundings in all places of employment coming under their jurisdiction. Employees of the University of Massachusetts Dartmouth shall report to their immediate supervisor any condition which they believe endangers their health or creates hazard in their employment. The immediate supervisor shall correct the condition complained of, if necessary, and within the supervisor's authority to do so, or if appropriate, shall report such complaint to the appropriate individual or next-level non-unit supervisor for correction by the proper authority.
3. The parties recognize that the university and the Faculty Senate are currently developing a policy concerning workplace conduct that will require all faculty and staff to treat members of the campus community with dignity and respect, and provide for certain procedures to investigate and remediate claims of misconduct.

The university will seek the Union's input as part that process.

### C. Transfers/Change of Job Duties

1. Educational Services Unit members may be transferred from one division or department to another without loss of seniority or any other rights or prerequisites. Such transfers may not be made without consultation between the employee(s) and the Division Head. Written reasons for the transfer shall be furnished when requested by the employee(s). All transfers and job changes shall be reasonable and appropriate.
2. No change in job duties shall occur without previous consultation between the employee and their immediate supervisor and Division Head. Written reasons for changes in job duties shall be furnished when requested by the employees.

#### D. Contract Year

The contract year of employment shall begin on July 1 and end on June 30. Educational Services persons may request a change in their yearly contract duration. The request must be filed with the Division Head three (3) months in advance of the day of change of contract duration. The Division Head will review and prepare a written recommendation to be submitted to the Vice Chancellor of Administration and Finance. The Vice Chancellor of Administration and Finance will review and submit their recommendation to the Chancellor. The Chancellor shall make their recommendation to the Board of Trustees. The decision by the Board of Trustees shall be submitted to the applicant within ninety (90) days of the date of application.

If the change in contract duration is approved, the Educational Services Unit member must notify the Vice Chancellor of Administration and Finance by March 15, annually, of their intention to continue this arrangement. If no notification is made, the individual reverts to their original twelve (12) month contract.

#### E. Teaching Assignments

1. Members of the Education Services Unit may teach in the Online & Continuing Education program, subject to meeting all the contractual appointment provisions for such an activity, as long as it does not conflict with their full services commitment of their contract of employment.
2. Any member of the bargaining unit may request from the Chancellor exemption from full-time service to their specific job duties to teach in one of the daytime academic departments. Such requests shall go through the contractually delineated process of the UMass Dartmouth Faculty Federation/Trustees Agreement and shall be approved by the Chancellor. The numbers of hours for such a teaching activity to be credited toward the reduction of the employee's full-time service requirements shall be determined by the Chancellor or their designee after consultation with the affected employee. In no instance shall the employee's salary compensation be reduced or increased.
3. Members of ESU may teach one course per semester in the various daytime academic departments, subject only to the limitations that follow:

Where an ESU bargaining unit member is offered such teaching assignments, in instances not covered by Article VII, E., items 1 and 2 of the university/ESU collective bargaining agreement, and where the ESU member is not seeking release time, the ESU member must receive the approval of their supervisor and the Provost, and must complete and obtain approval of a Statement of Non-Conflict form;

In each such instance, the ESU member, the supervisor, and the Provost must agree to a flex-time arrangement whereby the ESU member would agree to work additional hours to make up, on a pro rata basis, and as necessary, any time spent on the teaching assignment during the regular work day;

---

**ARTICLE VII****F. Agency Fee**

If the ESU bargaining unit member accepts such a teaching assignment, they will be paid for such assignment at the regular contractual rate for "Visiting Lecturers" as set out in the Faculty Federation collective bargaining agreement at Article XV;

Payment for the teaching assignment shall be in the form of a stipend for additional work and shall be in addition to the ESU member's regular salary.

**F. Agency Fee**

Persons covered by this agreement who are not Federation members shall be required, as a condition of employment, within thirty (30) days to pay to the Federation an agency service fee, proportionately commensurate with the cost of collective bargaining and contract Administration. The amount of the fee shall be no more or no less than the Federation dues.

**G. Flex-Time**

Members of the bargaining unit may be permitted to work a flexible work schedule provided said flexible schedule constitutes full-time employment. Any member so desiring to work a flexible schedule shall make said request in writing to their Department Head; the Department Head shall forward the request, with their recommendation, to the Division Head. The Division Head must consider the request within ten (10) working days. Said request may be approved, disapproved, modified, or include time limitations at the discretion of the Division Head. The Division Head's decision is final and non-grievable. The details of any such flexible work schedule shall be submitted by the Division Head to the Office of Human Resources for recordkeeping purposes.

A joint Labor Management Committee shall be formed at the conclusion of the Remote Work Pilot Program, to study and revise the current Flex-Time policy.

**H. Weather Conditions**

When the campus is closed due to inclement weather conditions, members of the bargaining unit who are required to work shall receive compensation in time equal to the actual amount of time worked or, at the member's discretion, pay at the member's regular rate. Members who receive compensation in time shall have one hundred and twenty (120) calendar days to use this time; unused time shall be forfeited at the end of one hundred and twenty (120) calendar days. Members of the bargaining unit, who are required to work and are unable to report due to the weather, shall not be penalized by loss of time.

Whenever the temperature inside any work location reaches 85 degrees or above or drops below 65 degrees for a period of two (2) hours, those affected employees will be either moved to another work location on campus or assigned to work remotely, or if no such location exists, sent home with no loss of pay or time.

ARTICLE VII  
Professional Positions

I. Incorporation of Temporary, Non-Benefited

I. Incorporation of Temporary, Non-Benefited Professional Positions

Part-time employees may be incorporated into the bargaining unit and subject to the provisions in this section when completing eighteen months of continuous service. If incorporation does not occur at the eighteenth month, the part-time position shall be eliminated.

Part-time employees working under contracts that require a two (2) or three (3) month break in service for the purpose of calculation, shall be eligible for unit membership and the provisions listed below. Seasonal employees (i.e., part-time coaches) and part-time long-term medical leave replacements shall be excluded from these provisions.

I.1. PART-TIME PROFESSIONAL STAFF

1. Part-time professional staff positions within the bargaining unit shall work a minimum of 18  $\frac{3}{4}$  hours per week on a regular basis.
2. Part-time professional staff positions shall be subject to Articles I, II, III, IV, and V.
3. Salary Schedule

The salary schedule for part-time staff positions shall be prorated after evaluation and placement of the position description within the unit category system by the Classification Committee, Article V, Section D.

4. Benefits

The members of the bargaining unit shall continue to be covered by all the fringe benefits provided by law.

Part-time professional staff members shall be eligible for benefits as provided in Article VI (Salary and Fringe Benefits), Article VI, A (Life Insurance), Article VI, A (Group Insurance), Article VI, A (Worker's Compensation), Annuities, Article VI (Funeral Leave), Article VI, A (Other Leaves), Article VI, A (Sick Leave Bank), Article VI, A (Health and Welfare) to the extent permitted by Massachusetts law and/or the Massachusetts Group Insurance Commission.

5. Tuition Remission

All part-time professional staff members shall be eligible for system-wide tuition remission benefits, to the extent such are provided pursuant to the Higher Education Coordinating Council System-Wide Tuition Remission Policy for Higher Education Employees and eligible for fee remission under Article VI, B.

## 6. Sick Leave

All part-time professional staff members shall be entitled to prorated sick leave. There shall be no limit on accumulation.

## 7. Annual Leave

All part-time professional staff members shall be entitled to prorated annual leave, subject to the same limitations as full-time bargaining unit members.

## 8. Grievance

All part-time professional staff members shall have all the benefits of the grievance procedure as outlined in the current agreement.

## 9. Working Conditions

Working conditions shall be the same as itemized in Article VII.

## 10. Retrenchment

All part-time staff members shall have no contractual rights under retrenchment. In the event of retrenchment, the University shall (1) discontinue part-time appointments and (2) shall not reduce the unit's full-time positions until all part-time positions have been reduced.

## J. Off-Site Work Locations

1. Bargaining unit members who accept assignment to temporary duties as defined below in Paragraphs a, b, and c, as a result of the University of Massachusetts system-wide implementation of new financial, human resources, and student administrative systems, shall be eligible for the following additional compensation:

- a. An employee defined as a member of a core project team for the system-wide implementation project shall have a stipend prorated on the basis of \$10,000 per year added to their base salary for the duration of the temporary assignment. Employees defined and assigned duties as core project team members have a temporary assignment that is full-time to the implementation project and are expected to work at the system wide implementation project work location, where designated, four (4) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$10,000 stipend.
- b. An employee defined as a member of the core project team for the system-wide implementation project shall have a stipend prorated on the basis of \$7,500 per year added to their base salary for the duration of the temporary assignment. Employees

defined and assigned duties as core project team members have a temporary assignment that is full-time to the implementation project and are expected to work at the systemwide implementation project work location, where designated, three (3) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$7,500 stipend.

- c. An employee defined as a core subject matter expert for the system-wide implementation project shall have a stipend prorated on the basis of \$5,000 per year added to their base salary for the duration of the temporary assignment. Employees defined and assigned duties as core subject matter experts have a temporary assignment that is halftime (50%) to the implementation project and are expected to work at the system-wide implementation project work location, where designated, two (2) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$5,000 stipend.
  - d. Should an employee who has agreed to accept an assignment described in this agreement decide they wish to be reassigned to their regular duties they will notify their supervisor to examine the situation and if they still wish to return to their regular duties the supervisor shall identify in consultation with the employee a reasonable date on which they will return. It is recognized by the parties that employees covered in this agreement may move between statuses described in sections a, b, and c of this agreement and their compensation shall be adjusted whenever the number of days or their status is modified on an ongoing basis.
2. Bargaining unit members who accept assignment to temporary duties as defined in Paragraphs a, b, and c shall not suffer loss of vacation time due to the temporary assignments.
  3. The parties agree that the hiring to temporary assignments of non-unit individuals to Union positions shall follow the current collective bargaining agreement unless the temporary assignment is for less than three (3) months. The university agrees to consult with the Union prior to hiring to temporary assignments for less than three (3) months.

#### K. Essential Staff

When the campus is closed due to emergencies declared by the Chancellor or the Governor or due to inclement weather conditions, the following bargaining unit positions shall generally be deemed essential staff and required to work during such emergency situations: Campus Center Operations Manager, Director of Athletics, Athletics & Recreation Director, Fitness Center Supervisor, Fitness Center Assistant, Fitness Center Assistant Supervisor, Director of Housing, Associate Director of Housing, Resident Directors, and Area Coordinators. Compensation for these essential staff required to work when the campus is closed due to inclement weather conditions is set forth in Article VII, H.

Those essential staff required to work during such emergencies (other than inclement weather conditions) shall, at a minimum, receive compensation in time equal to the actual amount of time worked, but management expressly acknowledges its contractual obligation to consult and negotiate with the Union concerning the issue of possible additional compensation.

Management expressly reserves the right to add or delete bargaining unit positions to this list of essential staff in instances of such emergencies or inclement weather conditions. In all such emergency situations, management will take all necessary steps to ensure that any facility required to remain open will be adequately staffed in terms of efficient operation and a safe working environment.

#### L. Resident Directors

1. Effective July 1, 2006, Resident Directors shall receive at least the minimum salary for the category that their position resides in per Article VI.
2. Resident Directors shall receive a student meal plan for a twelve (12) month period beginning September 1<sup>st</sup> through August 31<sup>st</sup> of each calendar year. Resident Directors shall select one option from the student meal plan options. The meal plan will allow Resident Directors to participate in any option commensurate with the student meal plans.
3. Resident Directors shall be assigned to a thirty (30) hour work schedule from the day following the close of residence halls in the fall semester until the start of the training period for the spring semester and shall be no less than 20 calendar days. During these periods each Resident Director shall be awarded seven and one-half (7.5) hours of On Call/Call Back. This leave shall not change the employee's schedule for payroll purposes, or their accruals, or charges to sick or vacation balances. On Call/Call Back under this Agreement shall not be banked and shall not be accounted for in any manner upon termination. Resident Director work schedules during the above periods and throughout the year shall be assigned by the Department based upon operational needs as determined by the Director of Housing and Residential Life/designee.
4. Resident Directors shall be assigned to a thirty (30) hour work schedule from the day after the close of residence halls in the spring semester until the start of training for the fall semester in August and shall be no less than 55 calendar days. During these periods each Resident Director shall be awarded seven and one-half (7.5) hours of On Call/Callback each week. This leave shall not change the employee's schedule for payroll purposes, or their accruals or charges to sick or vacation balances. On Call/Callback under this Agreement shall not be banked, shall not be accounted for in any manner upon termination. Resident Director work schedules during the above periods and throughout the year shall be assigned by the Department based upon operational needs as determined by the Director of Housing and Residential Life/designee.

M. Professional Licenses or Certifications

When unit member's job description requires such unit member to maintain a professional certification(s) or license(s), the university shall reimburse such unit member for the cost of any required registration and examination fees that are necessary to maintain such certification(s) or license(s).

When any required examinations or other required courses, conferences, seminars, or workshops occur during the regular workday, employees shall be given release time.



ARTICLE VIII  
COMPENSATION FOR ONLINE & CONTINUING EDUCATION ACTIVITIES

- A. Compensation for Online & Continuing Education (OCE) activities is defined as pay for performance of work requested by Online & Continuing Education. Said request must be for work performed beyond the normal work schedule of the individual involved and have prior approval of the appropriate Division Head.
- B. Such work shall be compensated at double-time rate. Minimum compensation shall be one-half (1/2) day.

$$\text{Daily Rate} = \frac{(\text{Current Annual Salary} \div 5)}{52} \times 2$$

ARTICLE IX  
WELLNESS PROGRAM

The University and the Educational Services Unit, recognizing that the health of an employee greatly affects the quantity and quality of work, jointly encourages unit members to take advantage of any existing programs and facilities that will help to maintain their mental and physical well-being. To this end, unit members will be given release time whenever possible to participate, with the approval of the appropriate Administrator.

In addition, the University will seek to have the Health Services, Counseling Center, Athletics Department, and other relevant offices plan programs aimed at serving the University employees.

ARTICLE X  
RETRENCHMENT AND AFFIRMATIVE ACTION

No later than thirty days after the execution of this Agreement, a joint Labor Management Committee shall be formed, with equal numbers of Management and Union members, to review and update this Article.

- A. This retrenchment and affirmative action provision of the agreement between the parties constitutes the sole contractual provision covering such matters.
- B. Whenever an exigency indicates a reduction in the number of educational services unit positions, other than through retirement or voluntary resignation, the Board of Trustees or its designee shall give notice thereof to the President of the Faculty Federation and Chairperson of the Educational Services Unit. Within fourteen (14) days of such notice, a committee composed of three (3) Administrators appointed by the Chancellor and three (3) Educational Services Unit members appointed by the President of the Faculty Federation, in consultation with the Chairperson of the Educational Services Unit, shall meet and confer concerning the possible retrenchments.
- C. No member of the bargaining unit shall be released unless all reasonable efforts to reassign that member to an equivalent or similar position within the University have been exerted.
- D. All bargaining unit members first employed by the University after June 30, 1986, whose positions are funded by sources external to the University (i.e., other than regular state-funded employees and/or auxiliary services employees and/or Online & Continuing Education employees) shall, upon fiscal exigency caused by the elimination/reduction of the external funding, have no further contractual rights under this agreement. Further, all bargaining unit members in externally-funded positions first recognized in the bargaining unit after June 30, 1989, shall upon fiscal exigency caused by the elimination/reduction of the external funding, have no further contractual rights under this agreement.
- E. Retrenchment shall be by seniority within the Educational Services Unit bargaining unit, subject to the conditions stated below, and provided all bargaining unit members retained pursuant to the article are qualified for the position into which they are placed; *provided* further, the seven (7) members of the Educational Services Unit Executive Board and the two (2) Grievance Officers shall not be affected by this paragraph. There shall be one (1) seniority list for members of the bargaining unit, made up of all persons who are members of the bargaining unit, ranked by seniority from most seniority to least seniority.

In the event of retrenchment, retrenchment shall begin with the least seniority to the most seniority.

## ARTICLE X

---

Whenever during the term of this Agreement, it shall be necessary to fill positions that are vacant in the bargaining unit due to retrenchment pursuant to this article, the most senior member, in terms of university service, shall be re-appointed. Any such member so re-appointed, provided such member is qualified for the position involved, shall retain all the rights and privileges that they had accrued during their previous employment.

## ARTICLE XI GRIEVANCE PROCEDURES

### A. Objectives

It is the declared objective of the Educational Services Unit and the Trustees to encourage the prompt and informal resolution of complaints of members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

### B. Definition

A grievance shall mean a complaint by a member of the bargaining unit that there has been as to them a violation, misinterpretation, or inequitable application of any of the provisions of the agreement, or of any of the established policies of the Board of Trustees referred to in this Agreement; *provided* that, in the event that the Administration relies on any Board of Trustee Policy that is not referred to in this Agreement (see, Article II (L)) to support any decision that impacts the terms or conditions of employment of any member of the bargaining unit, a grievance shall also mean a complaint by a member of the bargaining unit that there has been as to them a violation, misinterpretation, or inequitable application of any such Board of Trustee Policy.

### C. General Procedures

1. The Educational Services Unit shall represent every member of the bargaining unit at various levels of the grievance procedure.

When a member of the bargaining unit chooses to handle their own grievance case, they do so at their own peril.

2. If any member of the bargaining unit shall present any grievance without representation by the Educational Services Unit, the disposition of the grievance shall be consistent with the provisions of this Agreement, and shall not be deemed to change or otherwise modify the terms and conditions of this Agreement or create a precedent unless the Trustees and the Educational Services Unit shall otherwise agree in writing.
3. If a grievance involves a decision by a Division Head, or authorized Administrator, the grievance may be filed with and heard in the first instance at the next higher level.

### D. Grievance Steps

#### Level One

1. When a grievance arises, the grievance must be filed within ten (10) working days from the day of the event upon which the grievance is based or from the date when the member had or would have had knowledge of the event if they had not been grossly negligent.

2. A member of the bargaining unit with a grievance shall file it in writing with the Educational Services Unit Grievance Officer, specifying the act or condition and the grounds upon which the grievance is based. From this time forward, the Educational Services Unit Grievance Officer shall be available to act in an advocacy role at the Educational Services Unit member's request.
3. In addition to the above, the grievant shall in writing transmit a copy of the alleged grievance specifying the act or condition and the grounds upon which the grievance is based to the Division Head within ten (10) working days from the date of the filing of the alleged grievance in (2) above.
4. The Division Head/designee shall meet with the grievant within ten (10) working days to hear the grievance. The Division Head/designee shall communicate their decision in writing and deliver such decision within ten (10) working days to the aggrieved member and to any Educational Services Unit representative who participated in Level One.
5. If the grievant is satisfied with the decision rendered at this level (or any subsequent level), the Administrator who made decision shall notify, in writing, the Chancellor of the grievant's acceptance of the decision.

#### Level Two

If the grievance is not satisfactorily resolved through Level One, the member and/or the representative of the bargaining unit may appeal to the Chancellor within ten (10) working days after delivery of the decision of the authorized Administrator. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the authorized Administrator in Level Two is unsatisfactory. The Chancellor/designee shall meet with the grievant and the Educational Services Unit representative within ten (10) working days and confer on the appeal. The Chancellor/designee shall communicate the decision in writing to the aggrieved Educational Services Unit member and to any Federation representative who participated in Level One. Such decision shall be made not later than ten (10) working days after the conference with the Chancellor/designee.

#### Level Three

1. Within thirty (30) working days of the Chancellor's decision, the Faculty Federation ONLY may appeal the decision to the American Arbitration Association for arbitration.
2. The proceeding may be initiated by filing with the President of the Faculty Federation and the American Arbitration Association a Notice of Arbitration. The arbitrator shall hold a hearing within thirty (30) days of their appointment. Five (5) days' notice will be given to all parties of the time and place of hearing.

---

## E. Educational Services Unit Grievances

3. A panel of six (6) arbitrators will be selected by mutual agreement of the President and the Faculty Federation as the exclusive source of arbitrators to hear grievances arising under this agreement.

In the event that mutual agreement is not reached in the selection of the six (6) arbitrators for the panel, arbitrators shall be selected for each individual case of arbitration according to normal American Arbitration Association procedures.

4. The arbitrator shall issue their decision no later than thirty (30) days from the date of the closing of the hearings, or if hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
5.
  - a. The decision of the arbitrator shall be final and binding on both parties and the grievant and all will abide by it.
  - b. Where acceptable to both parties to this Agreement, the American Arbitration Association's procedures for Expedited Arbitration will be utilized.
6. The arbitrator's fees and expenses will be shared equally by the parties.
7. The arbitrator shall limit their decision strictly to the application and interpretation of the provisions of this agreement.

### Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

## E. Educational Services Unit Grievances

The Educational Services Unit has the right to initiate or appeal a grievance involving an alleged violation of this agreement. The grievance shall be initiated at the level at which it occurs, but in all other respects, the grievance procedures above described shall apply to grievances filed by the Educational Services Unit, except that written answers made by the authorized Administrator, need be served only upon the Educational Services Unit.

ARTICLE XII  
RATIFICATION OF AGREEMENTS

After a proposal has been mutually agreed upon by the negotiators representing the Board of Trustees and the Educational Services Unit, the chief negotiator for each party shall arrange for this mutually agreed upon proposal to be on the agenda of their respective organization's next regularly scheduled meeting for action by the membership of that organization, or at an earlier meeting if conveniently possible.

ARTICLE XIII  
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Educational Services Unit agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown, or work stoppage.

The Educational Services Unit and its members, individually and collectively, agree that if there is a violation of this clause, that is, participation or involvement in any such strike, walkout, slowdown, or stoppage, any or all employees violating this clause will, at the discretion of the Trustees, be subject to disciplinary action as allowed by any applicable provisions of state law.

ARTICLE XIV  
MANAGEMENT RIGHTS

Nothing in this agreement shall derogate from or impair any power, right, or duty heretofore possessed by the Trustees or by the Administration, except where such right, power, or duty is specifically limited by this contract.

ARTICLE XV  
PROVISION FOR RELATED ISSUES

The Educational Services Unit and the Trustees agree that each has exercised its rights to bargain for provisions in this contract and that the present contract constitutes a complete agreement on all matters. However, with respect to those matters which are directly related to any of the provisions of the agreement, the Trustees agree that they will make changes only after consultation and negotiations with the Educational Services Unit.

ARTICLE XVI  
SAVINGS PROVISION

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII  
DURATION

The provisions of this agreement shall be effective from July 1, 2020 and will remain in full force through June 30, 2023, and shall be automatically renewed from year to year, unless by March 1 prior to the expiration date, either party notifies the other in writing by Registered or Certified Mail, return receipt requested, of its desire to terminate this agreement. Until impasse in the renegotiation of this contract, the provisions contained herein shall remain in effect until a successor agreement is in effect.

Except for the incremental cost items contained herein which must be approved by the Governor in accordance with Massachusetts General Laws, Chapter 150E, Section 7 (c), the parties hereby acknowledge that this Agreement shall be binding upon them and shall be effective in all other respects for the period beginning July 1, 2020 through June 30, 2023.


Upon execution of this Agreement by the President of the University of Massachusetts system, the University of Massachusetts Dartmouth agrees to fund the campus-based cost items contained therein, consistent with the applicable dates specified within the Agreement.

Signed this 16<sup>th</sup> day of MAY, 2022.


For the Union:


  
Michael Regan  
Field Representative  
AFT-MA, AFL-CIO

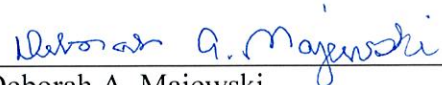
  
Verena Lisinski  
ESU Chairperson (2019-2022)

  
Gina M. Reis  
ESU Chairperson (2022-2024)

For the University:

DocuSigned by:  
 5/25/2023 | 5:15:07 PM EDT  
8A62A71FF7F0468...  
Martin T. Meehan  
President  
University of Massachusetts

DocuSigned by:  
 5/22/2023 | 9:56:00 AM EDT  
529C9F9F3299489...  
John D. Dunlap  
Chief Human Resources Officer  
University of Massachusetts

  
Deborah A. Majewski  
Vice Chancellor for Human Resources  
University of Massachusetts Dartmouth



APPENDIX A

UNIVERSITY OF MASSACHUSETTS DARTMOUTH, FACULTY FEDERATION,  
EDUCATIONAL SERVICES UNIT  
REQUEST FOR RECLASSIFICATION/SALARY ADJUSTMENT/TITLE CHANGE FORM

NAME : \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DIVISION: \_\_\_\_\_

CURRENT POSITION/TITLE: \_\_\_\_\_

CURRENT JOB CATEGORY: \_\_\_\_\_

TYPE OF CHANGE REQUESTED  
(CHECK ALL THAT APPLY)

RECLASSIFICATION: \_\_\_\_\_  
SALARY ADJUSTMENT: \_\_\_\_\_  
TITLE CHANGE: \_\_\_\_\_

FROM: \_\_\_\_\_

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

REASON FOR REQUESTING CHANGE (ATTACH ADITONAL SHEETS IF NECESSARY)

ATTACHMENTS (PLEASE LIST)

1. JOB DESCRIPTION 4. \_\_\_\_\_

2. FORMER JOB DESCRIPTION 5. \_\_\_\_\_

3. \_\_\_\_\_ 6. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Requestor)

\_\_\_\_\_  
(Date)

SUPERVISOR COMMENTS:

VICE CHANCELLOR COMMENTS:

\_\_\_\_\_  
(VC Signature)

\_\_\_\_\_  
(Date)

-----

Approved

Denied

\_\_\_\_\_  
HR Signature

{Rationale for approval or denial must be attached}

## APPENDIX B

ANNUAL PERFORMANCE  
REVIEW EVALUATION  
for  
EDUCATIONAL SERVICES UNIT (ESU)

No later than thirty days after the execution of this Agreement, a joint Labor Management Committee shall be formed, with equal numbers of Management and Union members, to create a new Annual Evaluation Tool.

I.	ANNUAL REVIEW AND EVALUATION: for the period _____ to _____
	Name _____
	Title _____
	Department _____
	Anniversary Date in Campus Service _____
	Date Appointed to Present Position _____
	Supervisor's Name _____
	Title _____
II.	EVALUATION PROFILE:
	A. Profile Categories
	<p>Outstanding—<i>Performs with unusual distinction; may show special talent or ability.</i></p> <p>Very Good—<i>Reflects extra effort and produces results beyond expectations and requirements. If new to the job, learning progress exceeds expectations.</i></p> <p>Satisfactory—<i>Consistently meets standard expectations and requirements. If new to the job, learning progress equals expectations.</i></p> <p>Marginal—<i>Meets some job requirements and needs to improve in other functions.</i></p> <p>Unsatisfactory—<i>Overall performance fails to meet the basic job requirements. If the individual is to continue in the position, substantial and prompt improvement is necessary.</i></p> <p>Not Applicable—<i>The factor does not apply to this position.</i></p>

	<p>B. Goals and Objectives <i>(List those goals/objectives developed jointly by the Immediate Supervisors and Employee for the evaluation year; these must be compatible with the job description.)</i></p>
	<p>C. Evaluation Factors <i>(For each of the following elements, check the appropriate rating and give an example of each rating checked; outline any changes or direction needed.)</i></p>

Judgment and Initiative:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Independent Action:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Accountability:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Interrelationships:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Communication:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Supervisory Responsibility (if applicable):

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

III. OVERALL PERFORMANCE RATING

Evaluation Comments (*Must be completed by Supervisor*)

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable



IV. FUTURE ACTION

A. Goals and Objectives for Next Evaluation Period *(The employee and immediate supervisor should jointly develop goals and objectives for the next 12-month period of time. These can be modified as necessary throughout the year; if so, the modifications should be documented.)*

B. Professional Growth and Development *(The employee and immediate supervisor should use this section to identify actions that can be taken which would result in the employee's growth and development.)*

V. EMPLOYEE COMMENTS (This space is provided for the employee to make a statement provide information, and/or rebut the supervisor's evaluation. Use additional sheets as necessary.)

VI. SIGNATURES

Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Employee\* \_\_\_\_\_ Date \_\_\_\_\_

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Division Head \_\_\_\_\_ Date \_\_\_\_\_

*\*The Employee's signature indicates only that the opportunity has been afforded for the Employee to read the above Evaluation Report and to discuss the report with the immediate supervisor. It does not indicate agreement or disagreement.*

VII. ATTACHMENTS

\_\_\_\_\_ Current Job Description

\_\_\_\_\_ New Duties Assigned (will be added to official job description in Human Resources)

\_\_\_\_\_ Other (Please list)

Copies:            Supervisor  
                     Employee  
                     Division Head  
                     Human Resources

ANNUAL PERFORMANCE REVIEW EVALUATION  
for  
EDUCATIONAL SERVICES UNIT

INSTRUCTIONS

All ESU employees will receive a performance evaluation each year as conducted by their immediate supervisor. Said evaluation will be conducted annually during the month of November. The Office of Human Resources will distribute the evaluation form to the appropriate supervisor approximately one month before the due date. Supervisors will be required to complete and return the evaluation form (with all the appropriate signatures) to the Human Resources Office no later than November 30<sup>th</sup>.

The objectives of the annual performance evaluation are four-fold:

1. To evaluate the employee's performance against the requirements specified in the job description and in accordance with any specific goals and objectives as established in the prior year.
2. To develop performance goals and objectives to be accomplished in the future year.
3. To review the employee's job description and note any changes.
4. To develop an action plan for the employee's future growth and development. (optional)

The Evaluation Form is merely the vehicle used to document the interaction between the employee and the immediate supervisor relative to the four above-mentioned objectives.

Completing the Form:

Section I. ANNUAL REVIEW AND EVALUATION

This information will be completed by the Human Resources Office.

Section II. EVALUATION PROFILE

A. Profile Categories

Definitions of each of the rating categories are provided in this section.

B. Goals and Objectives

List all goals and objectives as indicated in Section IV. A of the preceding year's evaluation, with any modifications that occurred throughout the year.

If this is the first evaluation, or if the employee has not been in the position for at least one year, the supervisor and the employee should jointly develop a list of those activities which the employee had been responsible for over the applicable time frame.

In all cases, the goals and objectives must be compatible with the employee's job description. Additional to these goals and objectives, all employees are expected to adhere to all university and Departmental policies and procedures as part of their overall performance.

### C. Evaluation Factors

For each evaluation item, the immediate supervisor should check the category which best describes the employee's level of performance. Use the space to the right of the box to make appropriate comments supporting the rating. Both positive and negative comments may be included.

In all cases, the supervisor must provide an explanation.

Page 2 and 3 contain six separate elements against which the employee's performance will be measured. In order to best utilize these elements, consider the following information when determining the employee's rating in each of these elements. These should be used only as examples and guidelines in helping you define each of the elements. Not all statements may apply to each employee; consider only those statements that apply to the employee's specific job description.

#### Judgment and Initiative:

- Makes sound, logical, and timely decisions, considering all points of view
- Plans ahead for activities under their responsibility
- Initiates and sustains action toward defined goals
- Is able to cope with unanticipated events
- Assigns duties so as to maximize capabilities
- Is able and willing to take positive steps to counteract negative or disruptive behaviors
- Understands responsibilities as described in job description
- Utilizes resources effectively
- Functions with minimal supervision

#### Independent Action:

All above, plus:

- Approaches problem solving on a systematic basis
- Initiates development of procedures or methods leading to improved service to others
- Works with minimal guidance

#### Accountability:

- Understands all phases of office operations and assigned tasks
- Achieves goals/requirements/tasks as set forth in job description and/or by supervisor; stays with the job until complete in all details
- Accepts responsibility for acquiring skills in those specialties that their job requires

- Understands the university well enough to refer matters to the proper offices for effective action
- Demonstrates high quality of work in meeting job expectations
- Utilizes existing resources effectively
- Follows through on details
- Is reliable, dependable, and efficient

Interrelationships:

- Is skilled in participatory decision-making
- Works well with co-workers
- Establishes rapport and is approachable for counsel
- Is a team player
- Demonstrates a customer service orientation in dealing with the public
- Works with supervisors, subordinates, peers, both intra- and inter-departmental

Communication:

- Communicates in a timely and responsive manner
- Is decisive in conducting meetings or interviews
- Writes in a manner requiring minimum clarification
- Speaks in a manner requiring minimum clarification
- Shares important information willingly
- Is sensitive to the needs of others for information
- Is well organized and regularly prepared for effective communications

Supervisory Responsibility (if applicable):

- Delegates tasks effectively
- Encourages initiative and performance in subordinates
- Makes time to meet with employees
- Gives clear direction to subordinates
- Works with subordinates to provide growth and development opportunities

Section III. OVERALL PERFORMANCE RATING

The supervisor must provide the employee with an overall performance rating by checking the appropriate category in the box. In order for the process to be most useful, the supervisor must provide an explanation of each rating. In addition, comments should be provided on any relevant aspect of the employee's performance not covered in the Evaluation Profile.

Section IV. FUTURE ACTION (This section is not designed to be evaluative, but rather to document items to be worked on in the future.)

A. Goals and Objectives for Next Evaluation Period

The supervisor and the staff person should jointly develop a set of goals and objectives for the next 12-month period of time. It is on the basis of these goals and objectives that the employee's performance will be measured in the following year. These goals and objectives must be compatible with the employee's job description.

If the employee has been evaluated as "Marginal" or "Unsatisfactory", then the supervisor and employee must complete this section and provide an action plan, which both agree to follow in order to bring their performance up to standards.

These goals and objectives can be modified as necessary through the year; however, it must be documented in writing, with copies to the employee, the supervisor, and the Human Resources Department.

**B. Professional Growth and Development (optional at the discretion of the employee)**

If the employee is interested in acquiring new skills and knowledge in order to enhance their performance in this position and/or to prepare for advancement, the supervisor and the employee can identify certain actions which the employee can take to accomplish this (i.e., taking specified coursework, etc.). This section is primarily for career counseling purposes and does not necessarily represent a commitment on the part of the university to fund the activities listed herein, nor does it represent a commitment by the employee being evaluated to follow through on any identified actions.

**Section IV. EMPLOYEE COMMENTS**

This space is provided for the employee to make a statement, provide information, and/or rebut the supervisor's evaluation.

**Section VI. SIGNATURES**

The supervisor preparing the evaluation must sign the form after discussing the contents with the employee and forward the completed evaluation to the next level supervisor.

The supervisor should personally present the form to the employee and allow sufficient time for the employee to read the contents and have a discussion with the supervisor. Upon completion of that meeting, the supervisor will ask for the employee's signature. The form will be presented to the employee for their signature. The employee's signature indicates only that the opportunity has been afforded for the employee to read the above Evaluation Rating and to discuss the information contained therein with the immediate supervisor. It does not indicate either agreement or disagreement.

**Section VII ATTACHMENTS**

Self-explanatory. Send copies as indicated.

For further information, please contact the Human Resources Office.

APPENDIX C

QUARTERLY REVIEW FORM  
for  
EDUCATIONAL SERVICE UNIT (ESU)

Employee:

Hire Date:

Title:

Supervisor:

Article V, Section A.1. of the Collective Bargaining Agreement requires that "a unit member shall have at least quarterly performance reviews by the supervisor during the first year of employment."

The above-named individual has been an employee for at least one quarter. In order for your above-named employee to be eligible to receive **the next contractual salary** adjustment, as the supervisor you must verify that a quarterly review was conducted and that the above-named employee was rated as satisfactory.

Please complete the form below and submit it to Human Resources.

QUARTERLY PERFORMANCE REVIEW

The above-named employee has performed their job duties within the most recent quarter period as rated below:

\_\_\_\_\_ Performed in a satisfactory manner.

\_\_\_\_\_ Performed in an unsatisfactory manner.

In the space below, briefly highlight the employee's strengths. Include goals and objectives established with the employee for periodic review. If the employee was rated Unsatisfactory, please identify the areas of improvement.

Supervisor Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## INDEX

- additional compensation, 42
- administrative computing and payroll systems, 23–24
- administrative discretionary leave, 55
- Administrator, defined, 19
- Affirmative Action
  - guidelines, 29
  - retrenchment and, 66–67
- agency fee, 30, 59
- annual evaluation of bargaining unit members, 34–35
  - form, 75
  - instructions, 83
- annual leave, 45
- appeal
  - of classification, 33
  - of denial of FMLA extension, 50
- appointment
  - change of, external, 28
  - change of, internal, 28–29
  - initial and reappointment, 27–28
  - temporary, 27
- appointment and reappointment, 27–35
- benefits, 44–56
- bereavement leave. *See* funeral leave
- Board of Trustees
  - conflict between policy and agreement, 24
  - conflict with policies of, 24
  - liability of, concerning health and welfare, 56
  - meetings, 23
  - relations, 21–24
- budget review board, 26
- bulletin boards, 22
- call-back, 40–41
- campus, defined, 19
- classification. *see* position classification and salary administration program
- committee
  - (classification) appeals, 33
  - Affirmative Action, 26
  - budget review board, 26
  - building and grounds, 26
  - classification, 32, 33, 60
  - established by Board of Trustees, 23
  - ESU Executive, 66
  - ESU grievance, 69
  - for women, 26
  - labor-management (additional compensation), 42
  - labor-management (annual evaluation), 75
  - labor-management (changes in sick leave), 45, 46
  - labor-management (payroll systems), 24
  - labor-management (personal leave), 47
  - labor-management (pilot on-call program), 41
  - labor-management (remote work pilot program), 59
  - labor-management (retrenchment and Affirmative Action), 66
  - labor-management (sick leave cap), 46, 47
  - labor-management, generally, 23
  - parking, 42
  - parking fine appeals, 43
  - position classification and salary administration program, 31, 32
  - professional leave, 49
  - retrenchment, 66
  - search and screen, 26, 29, 30
  - sick leave board, 46
  - University parking, 26
- committees
  - leave to attend hearings of legislative, 54
- continuing consultation, 22
- contract year, 58
- core project team member, defined, 20, 61
- core subject matter expert, defined, 20, 62
- cost items
  - and appropriation by General Court, 36–43
- counter of written job offer. *see* job offer
- court leave, 52–53
- definitions, 19–20
- Department of Family and Medical Leave,

- 36
- disciplinary action/dismissal, 28
  - discretionary administrative leave, 39–41
  - dismissal. *see* disciplinary action/dismissal
  - distribution of materials, 22
  - Division Head, defined, 19
  - domestic partner, defined, 20
  - duration, 72
  - educational services person, defined, 19
  - Educational Services Unit
    - Chairperson, 22, 23, 25, 26, 28, 29, 30, 31, 32, 33, 35, 43, 46, 49, 66
    - classification of positions, 31–34
    - executive committee, 66
    - grievance, 70
    - grievance committee, 69
    - limits on activities, 25
    - representation, 23
  - employer, defined, 20
  - essential staff, 62–63
  - evaluation
    - annual. *see* annual evaluation of bargaining unit members
    - position. *see* position evaluation
  - external appointments. *see* appointment, change of, external
  - Faculty Federation
    - activities, 25
    - meetings, 22
  - fair practices, 21
  - Family and Medical Leave Act, 49
  - family leave, 49–50
  - federation representative, defined, 19
  - flex-time, 59
  - FMLA. *See*, Family and Medical Leave Act
  - full-time service requirement, 57
  - funeral leave, 47
  - governance, 26
  - grievance
    - definition, 68
    - Educational Services Unit, 70
    - effect of external complaint on, 21
    - general procedures, 68
    - objectives, 68
    - procedure, 27, 49, 56, 61, 68–70
    - steps, 68–70
    - time limits, 70
  - group insurance, 44
  - health and welfare, 56
    - Board of Trustees liability, 56
    - funding, 56
    - non-grievability, 56
    - trust agreement, 56
  - health care cost containment, 44
  - holiday schedule, 54
  - holidays, 54–55
    - mandatory work on, 54–55
  - incorporation of temporary, non-benefited positions, 60
  - individual contracts, 21
  - information, 22
  - interim external appointment, 30
  - job offer
    - written counter to, 41
  - jury duty. *See*, court leave
  - just cause, defined, 28
  - labor-management committee, 23
  - Lead Paint Abatement Program, 21–22
  - leave
    - annual, 45
    - annual accruals of, 45
    - annual, cap on accrual of, 45
    - annual, part-time staff, 61
    - annual, use during family leave, 50
    - court, 52–53
    - discretionary administrative, 39–41, 40
    - family, 49–50
    - funeral, 47
    - funeral of Massachusetts veteran, 53
    - maternity, 50
    - medical, 60
    - military, 51–52
    - of absence, 27, 37, 53
    - of absence to attend Union convention, 54
    - of absence to attend veterans' event, 53
    - of absence to vote, 54
    - on-call/callback for resident directors, 63
    - personal, 47–48
    - personal, notification for use of, 47
    - personal, prorated for new employees, 48
    - personal, use during family leave, 50
    - professional, 48–49

sick (sick leave bank), 45, 46  
 sick (sick leave bank), use during family leave, 50  
 sick and Workers' Compensation, 44  
 sick, documentation to support use of, 46  
 sick, notification for use of, 46  
 sick, part-time staff, 61  
 sick, payment for accumulated, 47  
 sick, suspected abuse of, 46  
 sick, use during family leave, 50  
 life insurance, 44  
 limits on Educational Services Unit activities. *see* Educational Services Unit, limits on activities  
 management rights, 71  
 mandatory work on holidays. *see* holidays, mandatory work on  
 military leave, 51–52  
 new and vacant positions, 29–31  
 notice of intent to promote, 30  
 off-site work locations, 61–62  
 on-call, 40  
 other leave, 53–54  
 parking, 42–43  
 part-time professional staff, 60–61  
 payment for accumulated sick leave, 47  
 personal leave, 47–48  
 personnel file, 35  
 position evaluation, 32  
 position,  
     new and vacant. *see* new and vacant positions  
 pre-tax, 44  
 prior contract, 41  
 professional leave, 48–49  
 professional licences or certifications, 64  
 professional responsibility, 57  
 promotion, 29  
     temporary, 42  
 promotional salary ranges, 38  
 provision for related issues, 71  
 quarterly evaluation form, 88  
 ratification of agreements, 71  
 reclassification, 32  
     form for, 73  
 recognition, 4–19  
 recognition and definitions, 4–20  
 release time for meetings, 25  
 representation. *see* Educational Services Representation  
 resident directors, 63  
 resolution of differences by peaceful means, 71  
 retrenchment and affirmative action, 66–67  
 salary adjustments, 36–38  
 salary and fringe benefits, 36–56  
 salary ranges, 38  
 savings provision, 71  
 seniority, defined, 20  
 service adjustment  
     length of service, 38  
     retirement, 38  
 service, defined, 20  
 sick leave, 45–47  
 sick leave board, 46  
 signatures, 72  
 teaching assignments, 58–59  
 team leaders in CITS, 41  
 temporary, non-benefited professional positions, 60  
 temporary appointment, 27  
 temporary promotions or transfers, 42  
 transfers/changes in job duties, 57  
 travel allowance, 51  
 trust agreement. *see* health and welfare Trustees, defined, 20  
 tuition  
     credits, 50–51  
     remission, 51  
 University Extension  
     activities, defined, 65  
     compensation for activities in, 65  
 university, defined, 20  
 vacation. *See*, annual leave  
 vacation, use during family leave, 50  
 weather conditions, 59  
 wellness program, 65  
 workers' compensation, 44  
 working conditions, 57–64  
 workload, 38–39