AGREEMENT

between

THE BOARD OF HIGHER EDUCATION

and

THE ASSOCIATION OF PROFESSIONAL ADMINISTRATORS, MTA/NEA

January 1, 2014–December 31, 2016

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PREAMBLE

This Agreement is entered into by and between the Board of Higher Education and the Association of Professional Administrators, Massachusetts Teachers Association/ National Education Association as the exclusive bargaining agent for positions in the bargaining unit as set forth in Appendix A of this Agreement.

Each State University has a primary responsibility to provide sound education resources for its student population. In order to assure this goal, each member of the bargaining unit has a special responsibility to assist in creating an environment which is conducive to student growth and development. Both the Board of Higher Education, acting with the State University Council of Presidents, and the Association pledge their efforts to develop a working relationship which will accomplish this result and, at the same time, will provide for the changing needs of each member of the bargaining unit. It is, further, a principal mutual purpose of the parties to this Agreement to seek to improve the public service rendered by the respective State University Boards of Trustees through their employees and correspondingly to provide for the career development of these employees.

This Agreement will set forth procedures for the equitable resolution of grievances; the terms of employment with respect to wages and working conditions; and the means by which the parties may consult periodically on mutually perceived problems.

ARTICLE I – RECOGNITION AND DEFINITIONS

A. RECOGNITION

The Board of Higher Education (hereinafter the "Board") recognizes the Association of Professional Administrators, Massachusetts Teachers Association/ National Education Association (hereinafter the "Association") as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for all regular full-time and regular part-time employees holding positions in the bargaining unit as more fully set out in Appendix A of this Agreement.

B. JURISDICTION

During the term of this Agreement, the jurisdiction of the Association shall extend to all members of the collective bargaining unit as described in Section A above.

C. DUES CHECK-OFF

The Association shall be permitted authorization for payroll dues deductions as set forth in Appendix B.

D. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the meanings hereinafter ascribed to them:

1. Administrative Area

   The term "administrative area" shall mean such organizational unit or units of each University as may be established from time to time by the Board of Trustees or the President of a University.

2. Administrative Area Supervisor, Appropriate Administrative Area Supervisor

   The term "Administrative Area Supervisor" and the term "Appropriate Administrative Area Supervisor" shall mean any person assigned by the President, or his designee, to administer the activities and affairs of any Administrative Area and to carry out such duties in respect thereof as may from time to time be required by the Board of Trustees or its agents.

3. Administrator

   The term "administrator" shall mean any member of the bargaining unit.

4. Annual Training Cruise

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The phrase "annual training cruise" as used in this Agreement shall mean the whole of an annual training exercise and shall constitute the entire period of the sea term identified on the academic calendar of the Massachusetts Maritime Academy.

5. Association

The term "Association" as used in this Agreement shall mean the Association of Professional Administrators, Massachusetts Teachers Association/National Education Association as recognized pursuant to Article I, Section A, of this Agreement.

6. Association Business

For the purpose of this Agreement, the term "Association business" shall mean any Association business other than the discharge of official responsibilities in the administration of this Agreement or in the negotiation of a successor agreement to this Agreement.

7. Association Representative

The term "Association Representative" shall mean any representative of the Association who is a member thereof and who has been officially so designated in writing by the President of the Association to the Commissioner of the Board of Higher Education and, where such representative has local responsibilities, to the President of the appropriate University; the term shall further mean a representative of the Association of Professional Administrators, or of the Massachusetts Teachers Association, who has been officially so designated in like manner.

8. Bargaining Unit

The term "bargaining unit" shall mean the bargaining unit established by the Labor Relations Commission and set forth in Appendix A. of this Agreement.

9. Board

The term "Board" as used in this Agreement shall mean the Board of Higher Education as established pursuant to Massachusetts General Laws, Chapter 15A, or its successor in interest.

10. Board of Trustees

The term "Board of Trustees" as used in this Agreement shall both mean the Board of Trustees of any State University as established pursuant to Massachusetts General Laws, Chapter 15A, and shall mean the successor in interest of any such Board of Trustees. Actions to be taken the Board or

any Board of Trustees are rights and obligations created or imposed by the terms of this Agreement and as such are binding upon the Board as the employer under Massachusetts General Laws, Chapter 150E.

11. Chairman

Except as otherwise expressly modified, the term "Chairman" shall mean the Chairman for the time being of the Council of State University Presidents.

12. Chapter

The term "Chapter" as used in this Agreement shall mean the duly authorized organizational unit of the Association at a single University.

13. Chapter President

The term "Chapter President" as used in this Agreement shall mean the member of the bargaining unit at each University who shall have been designated as such from time to time by the Executive Board of the Association.

14. Chief Administrative Officer

The term "Chief Administrative Officer" shall mean an officer of the University, other than a member of the bargaining unit, who may be designated as such from time to time by the President to supervise an administrative area.

15. University

The term "University" as used in this Agreement shall mean any one of the institutions that is denominated a "State University" pursuant to Massachusetts General Laws, Chapter 15A, including the Massachusetts College of Art & Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy.

16. University Contract Administrator

The term "University Contract Administrator" shall mean the person designated from time to time by the President of each University to assume responsibility for the administration of the Agreement.

17. Commissioner

The term "Commissioner" as used in this Agreement shall mean the chief executive officer of the Board or any person or persons acting in that capacity, duly appointed and authorized by the Board.

18. Council of Presidents

The term "Council of Presidents" as used in this Agreement shall mean the Presidents of the State Universities for the time being, including any person designated by any such President to act in his stead at any meeting thereof, or such number of Presidents as they may determine.

19. Date of Employment

The term "date of employment" shall, in respect of every administrator, mean the date on which the Board of Trustees, or the management of any University acting on behalf of the Board of Trustees, or the predecessor in interest of such Board of Trustees, shall have taken final action to appoint such administrator to a position in the bargaining unit.

20. Day

Except as is otherwise provided, the term "day" shall mean a calendar day.

21. Emergency

The term "emergency" shall mean a circumstance or condition the existence of which was not foreseen and which, in the determination of management, requires immediate action. Upon written request by the Association, a written explanation of the reasons for any such emergency shall be provided to the Association.

22. Employee

Unless otherwise specified, the term "employee" shall mean a member of the bargaining unit.

23. Grievance

The term "grievance" shall mean an allegation by the Association, by an administrator or by any group of administrators that an express provision of this Agreement has been breached in its application to it, him or them respectively.

24. Management

The term "management" shall, in respect of each University, mean the President of the University acting on behalf of the Board of Trustees, either personally or through the agency of one or more designees.

25. Official Personnel Correspondence

The term "Official Personnel Correspondence" as used in this Agreement shall mean correspondence from the Board of Trustees or from the Administration of any University to or concerning a member of the bargaining unit which states therein that it is Official Personnel Correspondence and which gives notice of any personnel action taken or proposed to be taken or of any official commendation, reprimand or disciplinary action.

26. Part-Time Employee

The term "part-time employee" shall mean any administrator who, holding a position as an administrator, is regularly scheduled to work fifty percentum (50%) or more of the hours in a work year of a regular full-time administrator in the same title.

27. President

The term "President", when not otherwise qualified, and the term "President of the University" as used in this Agreement shall both mean the Chief Executive Officer of each State University or any person or persons acting in that capacity, duly appointed and authorized therein.

28. Promotion

The term "Promotion" shall mean advancement to a higher job title with a different job description.

29. Retrenchment

The term "retrenchment" as used in this Agreement shall mean the laying off of any member of the bargaining unit pursuant to the provisions of Article IX of this Agreement, and shall not mean termination.

30. Several State Universities

The term "several State Universities" as used in this Agreement shall mean, collectively, Bridgewater State University, Fitchburg State University, Framingham State University, the Massachusetts College of Art & Design, the Massachusetts College of Liberal Arts, the Massachusetts Maritime Academy, Salem State University, Westfield State University and Worcester State University; when used in the singular, the term "State University" shall mean any one or another of such State Universities.

31. Status of Training Ship

For the purposes of this Agreement, the status of the training ship at the Massachusetts Maritime Academy shall be as follows:

a. Cruise Status

The term "Cruise Status" as used in this Agreement shall mean any period when the training ship is not on dockside status or shipyard status, it being understood that such period shall be, at the least, the whole of the sea term as defined in the academic calendar of the Academy.

b. Dockside Status

The term "Dockside Status" as used in this Agreement shall mean any period during which the training ship is made fast alongside the Academy pier in Buzzards Bay except any such period during which the training ship, while so made fast, is determined by the President of the Academy or his designee to be on cruise status or shipyard status.

c. Shipyard Status

The term "Shipyard Status" as used in this Agreement shall mean any period during which the training ship is proceeding to, is located at, or is returning from a shipyard or similar repair facility for the purpose of overhaul, repair or dry docking, and shall include a period of not less than ninety-six (96) hours prior to the training ship's getting underway from the Academy pier in Buzzards Bay, and a period of not less than twenty-four (24) hours subsequent to its returning alongside the Academy pier in Buzzards Bay.

32. Termination

The term "termination" shall mean the permanent severance of an existing employment relationship.

33. Training Craft

The term "training craft" as used in this Agreement shall mean and include any vessels, in addition to the training ship, used by the Massachusetts Maritime Academy for training purposes or instructional purposes.

34. Training Ship

The term "training ship" as used in this Agreement shall mean any vessel, being that commonly known as the "training ship", made available to the Massachusetts Maritime Academy pursuant to the Provisions of the Maritime Education and Training Act of 1980, as amended, or otherwise, and used in the annual training cruise.

35. Vacation Allowance

As used in Article VII the term "vacation allowance" shall mean the vacation credits earned during any fiscal year.

36. Vacation Credits

As used in Article VII, the term "vacation credits" shall mean the number of days of vacation with pay earned during any fiscal year.

37. Vacation Year

As used in Article VII, the term "vacation year" shall mean the period from and including July 1 of any calendar year to and including June 30 of the following calendar year.

38. Vacancy

The term "vacancy" as used in this Agreement shall mean a vacancy at any University in an approved position within the bargaining unit which the Board, acting by its agents or otherwise, intends to fill, except that in the case of an "AA" position it shall additionally mean a position for which moneys have been appropriated and allocated.

E. CONSTRUCTION

Whenever the singular is used and the context clearly so requires, it shall include the plural. Whenever the masculine is used and the context clearly so requires, it shall include the feminine.

F. EMPLOYEE ENTITLEMENT UNDER THIS AGREEMENT

Every member of the bargaining unit as described in Section A of Article I shall be entitled to the applicable benefits set forth in this Agreement and shall have such other rights as are hereinafter provided.

ARTICLE II – RELATIONSHIP BETWEEN THE BOARD OF HIGHER EDUCATION AND THE ASSOCIATION

A. FAIR PRACTICES

1. As the sole bargaining agent, the Association shall continue its policy of accepting into membership all eligible persons in the bargaining unit without regard to age, color, religious creed, handicap, marital status, national origin, race, sex, sexual preference, or veteran status. The Association shall represent equally all administrators whose positions are included in the bargaining unit without regard to each such administrator's membership or participation in the activities of any employee organization.

2. The Board agrees to continue its policy of not discriminating against any person on the basis of age, color, religious creed, handicap, marital status, national origin, race, sex, sexual preference, or veteran status, or participation in or association with the activities of any employee organization.

3. Moreover, the Association agrees to cooperate with the Boards of Trustees in the implementation of the Affirmative Action Program of the State Universities in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Board from amending such Program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.

4. The Board shall provide the Association with notice of any amendments or changes to the Program prior to the implementation of any such amendments or changes. The Association shall have the right, to the extent permitted by law, to negotiate within a reasonable period of time concerning the impact of any change or amendment upon the member(s) of the bargaining unit.

5. The parties agree that the foregoing provisions of subsections 2 and 3 shall not be subject to the provisions of Article XI of this Agreement.

B. MANAGEMENT-ASSOCIATION COMMITTEE: THE UNIVERSITY

1. At each University there shall be established a committee to be known as the Management-Association Committee on Employee Relations. The Committee shall be composed of four (4) members, two (2) appointed by the President of the University and two (2) appointed by the Chapter President of the Association. The Committee shall meet once each month

or at such other times as the parties may mutually agree, at a mutually agreed time and place, for the purpose of maintaining good relationships through regular communication and of discussing those matters necessary to the implementation of this Agreement. Upon request of the Committee, the President of the University shall meet and confer with the Committee from time to time as may be required.

2. Ten (10) days prior to a meeting of the Committee, each party shall submit an agenda to the other, which shall include the subjects for discussion at such meeting; no meeting shall be held unless one or the other party shall have submitted such an agenda.

3. Neither party shall be obligated at any such meeting to discuss a matter that has been submitted to the grievance procedures hereinafter provided.

4. The Committee shall elect a recorder who shall keep written minutes of each meeting, a copy of which shall be provided to each member of the Committee, and who shall, within thirty (30) days, submit a written report to the President of the University or his designee and to the Chapter President setting forth any recommendations discussed at the meeting.

5. Anything herein contained to the contrary notwithstanding, no person or body referenced in this Section shall have the authority to alter, amend, extend or revise any term of this Agreement.

C. EMPLOYEE RELATIONS COMMITTEE

The parties agree to establish and maintain a joint management-association committee, to be known as the Employee Relations Committee, which shall consist of three representatives of the Association appointed by the President of the Association and three management representatives appointed by the Board after consultation with the Chairperson of the Council of Presidents. The representatives of the parties may be accompanied by advisors of their choosing at any meeting of the committee.

The purpose of this committee shall be (1) to foster good labor management relations through the implementation of the terms of this Agreement; (2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; (3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and, (4) where appropriate, subject to the provisions of this Section, to enter into mutual agreements to effectuate the terms of this Agreement.

Anything herein contained to the contrary notwithstanding, no person or body referenced in this Section C shall have the authority to alter, amend, extend or revise any term of this Agreement.

The Association and the Board shall each designate a spokesperson who shall be the authorized agent of each party in the discharge of its responsibilities under this Section.

Meetings of the Employee Relations Committee will be scheduled every other month, or on the call of either party, through its spokesperson. Special Meetings shall be scheduled at mutually agreeable times, but not later than five working days from the date of receipt of the request. Special meeting requests may be made orally or in writing by the spokesperson of either party to another and shall specify the reasons for which such special meeting is requested.

The spokesperson of the Association shall serve and preside as Chairperson at the first meeting; thereafter, the Chairpersonship will alternate between the spokesperson of the Association and the spokesperson of the Board. The Chairperson will designate an individual to take minutes of the meeting.

Copies of the minutes of each meeting will be reviewed and initialed by the spokesperson of the Association and the Board before distribution. It is mutually agreed that such minutes should be signed within five (5) working days after a meeting and that within ten (10) working days after a meeting, copies of the approved minutes will be furnished to each member of the committee.

The Committee shall sponsor and arrange for a contract orientation meeting to be held at a State University within thirty (30) days of the execution of this Agreement. Each local Chapter President and a person appointed by him and two persons designated by the President of each University shall attend representing the parties at each University.

D. INFORMATION

The Board shall make available to the Association representative, upon written request and within a reasonable time thereafter, such information related to the collective bargaining unit in the possession of the Board as is necessary for the implementation of this Agreement. It is understood that this shall not require the Board to compile information in the form requested unless already compiled in that form, or to supply any information deemed by it to be confidential.

Management shall inform the Association, through its Chapter President, of the appointment of each new administrator within thirty (30) days of such appointment, and shall in addition notify the Association of any official change of employment status of a bargaining unit member, such information to be made available by completing Appendix J and forwarding same on a monthly basis to the said Chapter President.

A copy of the minutes of each meeting of the Board shall be sent to the President of the Association, and a copy of the minutes of each meeting of each Board of Trustees shall be sent to the appropriate Chapter President. In both cases, such minutes shall be sent within seven (7) days following the approval thereof.

Reports and recommendations forwarded to the President of the University by any standing, special or ad hoc committee at the University shall be forwarded by the President or his designees to the Chapter President. The President of the Association, and not the Chapter President, may request the Commissioner of the Board of Higher Education to bargain, to the extent permitted by law, over the impact such recommendations may have upon bargaining unit members. The parties to this Agreement shall make every reasonable effort to negotiate such impact prior to the implementation of such recommendations; provided, however, that impact negotiations shall not delay the scheduled implementation of such recommendations.

E. EXTRA-UNIT EMPLOYMENT

The parties recognize that members of the bargaining unit may engage in employment outside the bargaining unit where such employment does not interfere with the discharge of their assigned duties or where such activity is not prohibited by this Agreement or by any statute, specifically, but not only Massachusetts General Laws, Chapter 268A, regulation or executive order.

Teaching in any graduate or continuing education program pursuant to a written agreement shall be deemed to be extra unit work. No member of the bargaining unit shall be denied such work in such program by reason of his/her unit employment.

F. USE OF UNIVERSITY FACILITIES

1. The Association

a. Upon a request in writing made to the President of a University or to his designee, the Association or any chapter thereof shall have the right to meet at such University if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regular work assignments. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings nor to permit interference with the normal conduct of University affairs.

b. The President of each University or his designee shall assign two (2) bulletin boards for the exclusive use of the Association for the purposes of posting Association notices concerning the administration of the provisions of this Agreement.

c. The Association shall be permitted to use the intra-University mail (postal and electronic) system for the distribution of Association communications.

d. The Association and members of the bargaining unit shall be entitled to make reasonable use of such telephones as may from time to time be available in their respective department for purposes of local and intra-University communication of official Association or departmental business.

e. Upon the written request of the Chapter President, the President of each University shall exercise his best effort to make available an office from which Association business shall be conducted.

2. Members of the Bargaining Unit

The Board recognizes its responsibility to continue to provide to unit members facilities and equipment, to include, where appropriate, office space and a closet or their equivalent, as necessary, for the proper discharge of their professional responsibilities.

a. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all University properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree further that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each University for the purposes of maintaining such security.

b. The Board shall provide and maintain at each University properly surfaced parking facilities without cost to members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate work areas of bargaining unit members. The Board further agrees that the number of designated unit members' parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members.

At those Universities where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association.

Notwithstanding the foregoing there shall be reserved at each University preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in

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accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth.

New secured facilities may be established with the prior agreement of the Association.

In addition, if the designated areas are filled or otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

The parties recognize that parking for students and university or college employees is an important issue at each campus that should be considered carefully and with regard to the mission of the school. The parties also recognize that the needs of each campus are different. Continued growth of the campuses and the sizes of the academic communities will necessitate construction or leasing of parking facilities and a new model for administering parking if the campuses are to continue to prosper. For this reason, the parties will establish at each campus a parking committee (providing such a committee does not exist already) that will include at least one unit member appointed by the chapter president. The committee will meet in good faith on a quarterly basis (or as often as the president shall require) to recommend to the president solutions to issues pertaining to parking, including fees for parking. Local representatives of the APA and the school may negotiate modifications to this contract concerning parking. The parties agree APA members will not be required to pay a local parking fee greater than the fee required of any other employee of the school.

G. ASSOCIATION REPRESENTATIVES

1. List of Association Officers and Representatives

The Association shall within fourteen (14) days after the date of execution of this Agreement, notify the Commissioner of the Board, the Chairman of the Council of Presidents and the President of each University of the names of the Association Officers, including the Association President, Vice President, Treasurer, Secretary, and Executive Board Members. Additionally, the Association shall notify the President of each University of the names of all Association representatives at such University, and shall thereafter promptly notify the President whenever a successor is selected.

2. Release Time for Certain Members of the Association

Association Representatives shall conduct Association business in a manner which will not be disruptive to University operations and which will not interfere with the assignment and direction of administrators or with the discharge of any such administrator's duties.

In order to enable the Association to discharge its duties pertaining to the administration of this Agreement, including the negotiation of a successor agreement pursuant to Article XVI hereof and monthly meetings of the Association Executive Board, the President of the University (or his/her designee) at which any officer of the Association is employed shall confer concerning such officer's schedule of assigned work to the end that his or her schedule may be flexibly arranged (but subject in every case to the discretion and final approval of the President or of his/her designee) to accommodate such officer's duties in his or her capacity as an officer of the Association. In no event shall this provision obligate the President to relieve any officer of the Association of any duties that are his or hers as an employee of the University.

For the purposes of this provision the phrase "officer of the Association" shall mean the President, Vice President, Secretary and Treasurer of the Association, each Chapter President and any person who is a member of the Association Executive Board.

H. GENERAL CONSULTATION

The Commissioner of the Board of Higher Education and such others as he may designate shall meet with the Executive Board of the Association at the request of either party once each semester for the purpose of maintaining good relationships through regular communication and for discussion of matters concerning the implementation of this Agreement. Such meeting shall be held within fifteen (15) days of such request having been made in writing to the other party, which request shall state the reason or reasons for which such meeting is to be held.

The Commissioner of the Board and/or his designees and the Executive Board or the Association may meet at other times and for such other purposes as either party may request and as they may mutually agree.

ARTICLE III – WORKLOAD OF ADMINISTRATORS

A. DUTIES AND RESPONSIBILITIES: JOB DESCRIPTIONS

Each administrator shall have a written job description, including a general statement of duties and responsibilities required to be performed and discharged, and setting forth the minimal qualifications required for appointment to or continued service in the position to which such job description is applicable.

The applicable job description shall be discussed by the appropriate administrative officer with each administrator at the time of his initial appointment to the position, at his evaluation which occurs at the mid-point of the provisional period of such appointment, and shall also be reviewed with each such administrator at the time of this annual evaluation. Every such discussion and review shall be conducted in order to ensure that the evaluation then to be conducted in accordance with Article IV is conducted with reference to the work assigned to and performed by such administrator during the preceding year. It shall be a further purpose of such discussion and review to give consideration prospectively to the manner in which the general duties and responsibilities of the administrator, as set forth in his job description, relate to the specific duties and tasks assigned to such administrator that are to be performed during the ensuing year and on the basis of which such administrator is expected to be next evaluated.

The parties recognize and agree that the duties and responsibilities set forth in any applicable job description shall be the duties and responsibilities for the performance of which an administrator shall be evaluated in respect of any period during which such job description is in effect.

At the time of each annual evaluation the administrator, the Appropriate Administrative Area Supervisor and the Chief Administrative Officer shall acknowledge in writing on the appropriate job description and as provided on the applicable evaluation form, that the job description has been so discussed with the administrator being evaluated.

Subject to the foregoing, nothing herein contained shall be deemed to abridge the right of management to assign to an administrator all, or only some among the duties and responsibilities that are set forth in the applicable job description; and the failure by management to assign any such duties and responsibilities to such administrator during any period shall in no way abridge the right of management to assign such duties and responsibilities, in whole or in part, during any other period.

The parties recognize and agree that a Board of Trustees, or the President as its designee, may from time to time alter or amend its table of organization, and the President or his designee may alter or amend any job description adopted by it pursuant to the foregoing provision; provided however, that any proposed changes to the applicable job description shall be fully discussed and explained to the unit member by the Appropriate Administrative Area Supervisor prior to implementation. Immediately following such meeting, a written copy of such altered job description and corresponding

prospective evaluation form shall be provided to the administrator and placed in his Official Personnel File.

Within a reasonable period of time after the alteration or amendment of any unit member's job description, the President, his designee or the administrator may cause an evaluation to be conducted based upon the unit member's preceding job description, pursuant to the provisions of Article IV, which evaluation shall be in addition to, and not in lieu of, the unit member's annual evaluation.

If the administrator shall object to the altered job description so provided him, he may, within seven (7) working days of the receipt of such altered job description, request a meeting with the President or his designee, who shall be other than his Appropriate Administrative Area Supervisor, to discuss the objections of the administrator. The President shall consider the objections of the administrator and shall within fourteen (14) calendar days of such meeting advise the administrator by written notice of the changes, if any, he has made in the altered job description. A copy of any such revised job description and corresponding prospective evaluation form shall be included in such written notice and shall be filed in his Official Personnel File. The decision of the President shall be final, and shall not be subject to any of the procedures or provisions contained in Article XI of this Agreement.

The President shall provide the Chapter President with a current copy of any unit member's job description which was created or revised during the preceding year.

Nothing herein contained shall be deemed to abrogate any job description in use on the date prior to the date of execution of this Agreement until any such job description shall have been abrogated by the adoption, as aforesaid, of alternative job descriptions.

The parties recognize and agree that it is the responsibility of each administrator to discharge the duties and responsibilities of his position as those are set forth in the applicable job description.

An administrator shall not be required to perform all, or a substantial part, of the duties contained in a job description other than that applicable to his position, for a period in excess of twenty (20) consecutive working days unless he shall have first agreed to do so or unless the Chief Administrative Officer, or his designee, shall have first determined that an emergency exists requiring the performance of such duties by the administrator for a limited period of time.

Whenever any administrator shall have agreed to perform duties described in the preceding paragraph for a period in excess of twenty (20) consecutive working days, he shall be appointed to such position on an acting basis unless, then or thereafter, he shall have been appointed to such position.

Any administrator who is serving in any position on an acting basis may return to his regular position with the consent of the President. Nothing herein contained shall be deemed to prohibit the termination of employment of any administrator during any period

in which he holds a position on an acting basis subject to the applicable provisions of Article VIII. In no case shall a unit member serve in an acting position for more than one calendar year except upon written notice to the President of the Association.

Any administrator appointed to an acting position as a replacement for a person on educational leave or appointed to an acting position at a higher rank than his present position or holding a second appointment in an acting position within the unit shall, during the period of such employment, have his then-current salary rate increased by an amount equal to not less than One Hundred Dollars ($100.00) per week; in no event shall the amount so paid be less than the minimum salary rate for the position. In the event that an appointment to an acting position shall continue for more than fifty-two weeks, and such appointment is not for the purpose of replacing a unit member who is on approved leave from the University, after the fifty-second week the increase over the salary the administrator received prior to the appointment to the acting position shall be an amount equal to not less than One Hundred and Twenty Five Dollars ($125.00) per week.

In addition, when the administrator shall return to his position, the salary to be paid shall be paid in accordance with the provisions of Article V without regard to his period of acting appointment.

B. DUTIES AND RESPONSIBILITIES: PROFESSIONAL KNOWLEDGE AND SKILLS

As a professional, each administrator undertakes to maintain and to augment his knowledge and skills in the professional field in which he is employed. Such an undertaking whenever possible may be fulfilled by engaging in such activities as the following:

1. Advanced study and professional development related to his or to a related field;

2. Professional involvement, including positions of professional leadership; and

3. Participation in conferences, seminars, workshops and similar professional gatherings.

The parties recognize that professional development of the kind enumerated above contribute directly to the welfare of the University community of which each administrator is a part and therefore the University shall exercise its best effort to encourage and support these activities.

The implementation of these duties and responsibilities shall be subject to evaluation in accordance with the provisions of Article IV.

C. DUTIES, RESPONSIBILITIES AND WORK SCHEDULE

The parties recognize that as professionals the work schedule of each administrator shall be established by his immediate supervisor, or by a person designated by the President, to provide for the performance of the duties of the administrator consistent with the needs of the University and the terms of this Agreement. It is understood that except for the provisions established in this Section C, the work schedule does not normally provide for compensatory time in the event that an administrator works beyond the normal work day.

The work schedule of the administrator shall be arranged, where required, so as to provide for so-called "peak periods of work" during which the administrator may be required to devote an unusual amount of time to the discharge of his normal duties during any work week. Adjustments in the normal work week, whether to accommodate peak periods of work or otherwise and whether to grant flexible time or otherwise, must be assigned and approved in advance by the appropriate Administrative Area Supervisor or a person designated by the President. It is understood that the University, to the extent possible, shall schedule work weeks that upon an annual review (for instance January to January in the same position) shall approximate an average normal work week.

In establishing, or adjusting, the work schedule of any administrator, the Appropriate Administrative Area Supervisor, or a person designated by the President, should also consider that there may be periods during which the discharge of the duties of the administrator may permit flexible scheduling.

Consistent with the needs of the University, the Appropriate Administrative Supervisor or a person designated by the President, after consultation with the administrator, shall arrange from time to time for such flexible work schedule of such administrator as he in the exercise of his discretion shall so determine. Such decision shall not be arbitrary or capricious.

A flexible work schedule of a unit member shall be established upon the written approval of the appropriate administrative area supervisor and may reflect such adjustment of the work schedule of the unit member as may be required to accommodate the performance of assigned work during peak periods and other times as said supervisor shall determine. An approved flexible work schedule may include adjustments made on an hourly, daily, or weekly basis as said supervisor shall determine.

Any adjustment to an administrator's work schedule which requires the administrator to work beyond his normal work day as a result of alternative University programs shall be considered a peak period for the purposes of flexible scheduling.

The implementation of this provision may be reviewed at least semi-annually at each University pursuant to the consultation provisions of Article II of this Agreement. The parties may utilize the Employee Relations Committee to discuss the application of this Section C.

Nothing in this Section shall operate to impair the authority of the President or Vice President to alter or revoke any flexible work schedule.

The employer's obligation to compensate an administrator for the time he or she spends working beyond what is otherwise normal shall be its obligation, in conformity with the requirements of the Fair Labor Standards Act and Appendix N of this Agreement, to pay overtime (or to grant compensatory time off in lieu thereof) to any administrator who is a non-exempt employee.

D. CLOSINGS DUE TO EMERGENCIES

1. As used in this Section, the following words and phrases shall have the meanings hereinafter ascribed to them:

   a. Essential Personnel: employees so designated from time to time by the President of the University or his designee who are required to work during a particular emergency.

   b. Condition of Emergency: an official declaration by the President of the University or his designee, as determined in his sole judgment and discretion, that a departure from the usual operational staffing of the University and the substitution of emergency staffing arrangements is appropriate, based upon inclement weather or other circumstances.

   c. Closing: the cessation of operations for any period of time of the entire University or any portion thereof. A portion of a University may include, by means of illustration and not by means of limitation, a department, school, facility or building.

2. The President of each State University or his designee shall establish a procedure for the declaration of a Condition of Emergency which shall include the means by which such declaration shall be communicated to unit members.

3. The President of a University or his designee shall have sole authority to determine if a Condition of Emergency exists which necessitates the Closing of all or a portion of the University. Only essential personnel shall be required to report to work or to remain at work during a declared Condition of Emergency. All other personnel shall be excused from work. The time worked by administrators who are designated as Essential Personnel in an area affected by a declared Condition of Emergency shall be considered a peak period for purposes of flexible scheduling. Employees not designated as Essential Personnel who continue to work because they are not in an area which is affected by a declared Condition of Emergency, or because they voluntarily reported for work or remained at work shall not be entitled to flexible scheduling. A University shall provide a comfortable location for essential personnel who are unable to leave the University at the conclusion of their workday following a closing. Any employee who is not at the University due to authorized

vacation, sick, personal or other leave during such Closing shall not be eligible for additional leave or flexible scheduling.

4. Flexible scheduling shall be utilized within one hundred twenty (120) days following the end of the Condition of Emergency, consistent with the appropriate provisions of Section C of this Article III. Such scheduling shall be implemented only with the prior approval of the employee's administrative area supervisor.

5. Any designation or determination made by the President or his designee pursuant to this Section shall not be subject to the grievance arbitration provisions of Article XI. The designation of Essential Personnel made by the President or his designee shall not be arbitrary or capricious and may be appealed only to Step 2 (President's level) of the grievance procedure.

E. WORK YEAR OF TEN-MONTH ADMINISTRATORS

The work year of each member of the bargaining unit who is employed as such on a ten (10) month basis shall be those ten (10) months, falling within a single fiscal year, prescribed as such by the President of the University. Written notice thereof shall be given to each such member of the bargaining unit on or before April 1 of the prior fiscal year. A copy of such notice shall be provided to the Chapter President. If no such notice shall have been given, the work year of such administrator shall remain unchanged from the prior fiscal year unless the President and such administrator, with the approval of the Association, shall otherwise agree. Such unit member may, on or before February 1 of each year, request a change in his assigned work year by notice in writing to his immediate supervisor. The President or his designee shall thereafter make such determination, in the exercise of his discretion, as he deems appropriate with respect to such request, and shall respond in writing within thirty (30) days of his receipt of such notice.

Reasonable efforts shall be made to schedule the ten (10) month work year so as to provide that the non-service period shall be scheduled over two (2) consecutive months.

F. WORKLOAD OF ADMINISTRATORS AT THE MASSACHUSETTS MARITIME ACADEMY

1. Military Customs and Obligations

a. Training Environment

The Massachusetts Maritime Academy is committed to training undergraduates in a para-military and military environment in conformity with the Merchant Marine Training Regulations for the time being in effect. Certain unit members employed at the Academy, being customarily called officers and having certain

ranks styled on a model of military ranks, shall become a part of this military environment by wearing the uniforms prescribed by the Board of Trustees, by upholding the military code of conduct prescribed for cadets, and by adhering to the precepts and examples required of officers in a military environment.

Certain members of the bargaining unit, as determined by the President in his sole discretion, employed at the Massachusetts Maritime Academy are therefore, required to:

(i) Purchase, maintain, and wear the appropriate Massachusetts Maritime Academy uniform with insignia commensurate with their rank as officers at the Academy;

(ii) Adhere to military customs on campus prescribed by the Board of Trustees;

b. Uniforms

The Academy shall supply as necessary the prescribed uniforms. In order to permit each member of the bargaining unit at the Massachusetts Maritime Academy to maintain the appropriate uniform as aforesaid, each such member shall be paid an amount of Two Hundred Seventy-Five Dollars ($275.00) as an annual uniform allowance, which allowance shall not be a part of the base salary of any such unit member.

c. Adherence to Certain Rules and Regulations

Those members of the bargaining unit who hold United States Coast Guard licenses and whose job description so provides shall, at the direction of the Academy and in accordance with applicable rules and regulations of the Maritime Administration and the Coast Guard, supervise the training of cadets, certify their training logs and perform like duties in connection with the instruction of cadets in maritime knowledge and proficiencies. Subject to the requirements of applicable law, the Commonwealth shall be solely responsible for any liability associated with these duties and with the fulfillment of this requirement and shall save harmless any unit member who is the subject of any such liability.

2. Annual Training Cruise

a. Cruise Stipend

In consideration of the fact that Administrators at the Massachusetts Maritime Academy may be required as a term of

their employment to serve from time to time on the annual training cruise, the parties hereby agree that each administrator who serves aboard the training ship during the annual training cruise shall be paid a stipend therefor in the amount of Fifty-Four Dollars ($54.00) for each day of the annual training cruise during the academic year 2014-2015 and Fifty-Six Dollars ($56.00) for each day of the annual training cruise during the academic year 2015-2016; provided, however, that no such stipend or portion thereof shall be a part of the base salary rate of any such unit member.

b. Room Assignments

Thirty (30) days before departure a preliminary list of room assignments shall be issued, excluding personnel who are assigned as regular training ship officers and crew. The Master reserves the right after consultation with the unit member to change any preliminary room assignment.

c. Cruise Stipend Draw

Means shall be provided to allow unit members to draw up to one-half (1/2) of the cruise stipend prior to commencement of the annual training cruise and to receive the remainder of the cruise stipend upon completion of the annual training cruise. Unit members terminated from the annual training cruise shall, within forty-five (45) days of the completion of the annual training cruise, reimburse the Commonwealth the amount of any stipend or part thereof paid in respect of any stipend received for which services were not rendered by them.

d. Emergency Training Cruise Leave and Emergency Shipyard Leave

When Emergency Training Cruise Leave or Emergency Shipyard Leave shall have been granted, the Academy shall pay the cost of transportation back to Buzzards Bay of a unit member when he is assigned to the Training Ship on the annual training cruise or when he is assigned to shipyard duty.

Such leave may be granted:

(i) If the unit member is required to go home due to a serious illness or injury:

(ii) If the unit member is required to return home due to the death or life-threatening illness of a spouse or child.

Such leave shall be granted at the sole discretion of the Master of the Training Ship and/or the President of the Academy.

e. Relief from Duty

A member of the bargaining unit assigned to the annual training cruise may be relieved from such duty at the discretion of the President or the Master of the Ship as his designee.

3. Compensatory Maritime Leave

A unit member assigned to the training ship and who is assigned shipyard duty or is required to perform assigned duties associated with the acquisition of a training craft or vessel, outside of the Commonwealth of Massachusetts, for more than fifteen (15) consecutive days shall begin to accrue, on the sixteenth (16th) day of such assignment, compensatory maritime leave at the rate of one (1) day off for each three (3) days of work.

Similarly, any other unit member who is assigned to perform such duties as are described in the preceding paragraph outside of the Commonwealth of Massachusetts for more than ten (10) consecutive days shall begin to accrue, on the tenth (10th) day of such assignment, compensatory time off at the rate of one (1) day off for each three (3) days of work.

Such assignment shall normally be made upon seventy two (72) hours' advance notice.

Whenever possible, unit members assigned to shipyard duty for at least sixty (60) consecutive days shall, on a rotating basis, be relieved of shipyard duty for a ten (10) day period. A reasonable effort shall be made to schedule the unit member's accrued compensatory time during the ten (10) day rotation period.

4. Travel Conditions

When traveling at the request of the Academy, unit members employed at the Academy shall be provided reasonable advance notice. If traveling at the request of the Academy a distance greater than five hundred (500) miles, the Academy shall make arrangements for travel by air.

5. Lodging

When an administrator at the Massachusetts Maritime Academy is traveling on assigned duty, and if adequate accommodations are not available while on assigned shipyard status, the Academy shall arrange and pay for hotel, motel or other suitable accommodations.

6. License Insurance

The Academy shall reimburse, to a maximum of $100.00 per person, the cost of license insurance for those unit members who are required by the Academy to maintain a license in order to perform the duties and responsibilities of their job description.

7. Funding

Notwithstanding any other term of this Agreement, whenever any moneys shall be due and payable pursuant to the provisions of subsections F(1)(b) and F(2)(a) on a date prior to the date on which final action shall have been taken to appropriate the moneys necessary to fund such provision, such moneys shall be due and payable in or within thirty (30) days next following the appropriation of said funds by the General Court.

G. ACKNOWLEDGMENT OF UNIT RESPONSIBILITIES

The parties to this Agreement recognize that two separate bargaining units composed, respectively, of faculty and administrators exist at each State University. From time to time, consistent with academic tradition and a unit member's job description, persons holding administrative positions may be required or permitted to teach. In like fashion, persons holding faculty positions may be required or permitted to perform duties which are administrative in nature. Subject to the foregoing, the parties recognize the general desirability of assigning administrative responsibilities to persons employed in administrative positions.

The parties acknowledge that the Code of Responsibilities that is appended to this Agreement as its Appendix L. No rights, privileges or entitlements accorded any member of the bargaining unit by any provision of this Agreement shall be limited, diminished or impaired by any requirement, obligation or standard that is imposed by the Code of Responsibilities.

ARTICLE IV – EVALUATION OF ADMINISTRATORS

A. PURPOSES OF EVALUATIONS OF ADMINISTRATORS

The parties recognize that the several State Universities are dedicated to the continual maintenance and improvement of the quality of education, research, service and student life within each State University. Accordingly, the parties have made provision in Articles III and IV of this Agreement for the periodic review of job descriptions, and the evaluation of the performance, growth, development and contributions of each member of the bargaining unit. The evaluation of administrators serves the following particular purposes:

1. To measure performance;

2. To help individual administrators improve their performance;

3. To assist in making decisions regarding the employment status of individual administrators;

4. To increase the effectiveness and efficiency of administrators acting as members of a team providing for the delivery of educational services;

5. To develop a plan of professional development for the individual administrator; and

6. To determine eligibility for merit salary increases, as provided in Article V of this Agreement.

B. EVALUATION ASSESSMENTS

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

1. A means of assessing administrative performance in job knowledge, leadership, management skills, problem-solving abilities, teamwork, communication skills, interpersonal relations, responsiveness and other skills specific to the responsibilities of the position;

2. A means of assessing administrative performance in carrying out assigned duties and responsibilities as set forth in the job description of the administrator;

3. A means of assessing professional growth and development;

4. A means of recognizing an administrator's professional and educational accomplishments and/or extraordinary contributions to the University's programs and operations.

C. CRITERIA FOR EVALUATION

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

1. Effectiveness in carrying out administrative duties and responsibilities assigned pursuant to the provisions of Article III of this Agreement as set forth in his job description; and

2. The nature and quality of the administrator's undertaking to maintain and augment his knowledge and skills in the professional field in which he is employed and assigned; and

3. The timely and complete written evaluation of subordinates on forms identified for that purpose by the applicable labor agreement or institution policy; and

4. Such other information pertinent to the administrator's contribution to the University community as may be submitted.

D. MATERIALS TO BE UTILIZED IN THE CONDUCT OF EVALUATIONS

The following materials shall be utilized in the conduct of the evaluation of each administrator:

1. The applicable job description, as may be amended from time to time, together with any statements of the administrator's plan for professional development, if applicable;

2. The administrative evaluation form completed in accordance with the provisions of this Article;

3. Any materials or statements, including a self-evaluation, submitted by the administrator in accordance with the provisions of this Article; and

4. Materials contained in the administrator's Official Personnel File.

E. TIMES OF EVALUATIONS

The annual evaluation process of all administrators shall be conducted pursuant to the schedule established in Appendix I. The parties recognize that different earlier schedules may be established for one or more different areas for which the several Chief Administrative Officers are responsible. The parties agree that the establishment of any such schedule or schedules shall nevertheless permit frequent periodic performance review meetings between an Appropriate Administrative Area Supervisor and/or a Chief Administrative Officer and an administrator, especially an administrator who is in his first year of employment.

The evaluation process shall be conducted pursuant to the time schedule established in Appendix I. In the event that any individual shall have failed to comply with any time schedule affecting the conduct of any evaluation, the President may, in his discretion, after reviewing the materials, if any, which have been prepared or submitted pursuant to the conduct of such evaluation, endeavor to complete the evaluation process and make such recommendations or take such action as he deems to be required in respect thereof, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

1. Provisional Unit Members

   a. Initial Appointment

      The University shall exercise its best effort to evaluate administrators initially appointed to a unit position pursuant to the provisions of Article VIII both at the mid-point and prior to the end of their provisional period of service.

   b. Promotion to a Different Position

      Administrators promoted pursuant to Article VIII, Section A(2), from within the unit to the positions of Director or Assistant Dean or administrators promoted to an administrative area different from the administrative area of their prior assignment shall be evaluated both at the mid-point and prior to the end of their provisional period of service. All other administrators promoted to a different position within the bargaining unit pursuant to Article VIII, Section A(2), shall be evaluated prior to the end of their provisional period of service.

2. Other Unit Members

   Unit members who have completed their provisional period of service shall be evaluated annually, or more frequently if requested by the unit member or required by the President of the University.

3. Additional Evaluations

   Nothing in the foregoing provisions shall restrict the right of the President to require, in the case of any particular administrator, that additional evaluations be conducted sooner, or more frequently, than is otherwise provided.

4. Effect of Cruise Status

   At any time when the training ship is on cruise status during any period of any year of this Agreement, the President of the Academy after consultation with the Chapter President shall arrange for the required

evaluations to be conducted in the period thirty (30) days prior to the scheduled departure, and in any event to be completed not later than thirty (30) days following the end of cruise status.

F. EVALUATION PROCEDURES

1. Self-Evaluation

Each administrator may prepare and submit to his Appropriate Administrative Area Supervisor a completed self-evaluation form (Appendix D) and any additional written information and material that he deems relevant to the conduct of his evaluation. All such evaluations shall be conducted in accordance with the schedule set forth in Appendix I.

2. Evaluation by Appropriate Administrative Area Supervisor

a. Each administrator's performance shall be evaluated at least annually by his Appropriate Administrative Area Supervisor whose evaluation shall be set forth in writing on the Administrative Evaluation Form (Appendix C).

b. The Appropriate Administrative Area Supervisor shall conduct the scheduled evaluation of each administrator under his supervision utilizing the evaluation criteria set forth in Section C, and the materials submitted in accordance with Section D. The Appropriate Administrative Area Supervisor shall record on the Administrative Evaluation Form an overall rating of the administrator's performance. If the Appropriate Administrative Area Supervisor gives the administrator an overall rating of "commendable" or "unsatisfactory" a statement of explanation must be provided.

c. In cases where an administrator has had more than one Appropriate Administrative Area Supervisor during the year since his last evaluation, each such Appropriate Administrative Area Supervisor shall submit an evaluation for the relevant portion of the period during which he has so served; provided however, that this provision shall be of application only where such Supervisors are then serving in an administrative capacity at the University.

d. Each administrator so evaluated shall receive a written copy of the Administrative Evaluation Form completed by his Appropriate Administrative Area Supervisor. In the case of any administrator whose performance has been rated "needs improvement" in any category, he shall, together with his Appropriate Administrative Area Supervisor, develop a plan for improvement in the category to be included in his Plan for Professional Development. In the case of any administrator whose performance has been rated

"unsatisfactory" in any category, he shall be given a written statement of the reasons for such rating at the time he is supplied a copy of his evaluation form. Each administrator shall, within five (5) calendar days after receipt of such form, meet with his Appropriate Administrative Area Supervisor to discuss his evaluation and his job description for the ensuing year.

The time for the meeting may be extended for up to five (5) additional calendar days by mutual agreement of the Appropriate Administrative Area Supervisor and the unit member. Within five (5) calendar days after any such meeting, the administrator may submit a written response to the evaluation made by the Appropriate Administrative Area Supervisor.

Thereafter, the Appropriate Administrative Area Supervisor's evaluation, together with all materials taken into consideration in its preparation, any written response thereto, and the job description, shall be forwarded to the appropriate Chief Administrative Officer.

Each University shall designate an Appropriate Administrative Area Supervisor for each administrator.

3. Evaluation by the Chief Administrative Officer

The annual evaluation conducted of every administrator by his Appropriate Administrative Area Supervisor and such administrator's job description shall be reviewed by the appropriate Chief Administrative Officer. The Chief Administrative Officer shall thereafter record on the Administrative Evaluation Form an overall rating of the administrator's performance for merit pay increases and any additional recommendations and comments as are deemed appropriate by the Chief Administrative Officer. In addition he shall review and approve a job description for the administrator for the ensuing year, as provided in Article III. If the chief administrative officer provides an overall rating that is different from that of the supervisor, changing the overall rating from or to "commendable" or from or to "unsatisfactory," a statement of explanation must be provided.

Each administrator so evaluated shall receive a written copy of his Chief Administrative Officer's evaluation, comments and recommendation, if any, and of the job description reviewed by him. In the case of any administrator whose performance has been rated "unsatisfactory" or where the Chief Administrative Officer disagrees with the evaluation of the Appropriate Administrative Area Supervisor, the administrator shall be given a written statement of the reasons for such finding and recommendations, if any, at the time he is supplied with a copy of his

evaluation. Upon written request submitted to the Chief Administrative Officer, the administrator shall, within five (5) calendar days after receipt of such evaluation and approved job description, meet with the Chief Administrative Officer to discuss his evaluation and/or his job description.

The time for the meeting may be extended for up to five (5) additional calendar days by mutual agreement of the Chief Administrative Officer and the unit member. Within five (5) calendar days after any such meeting, the administrator may submit a written response to the evaluation made by the Chief Administrative Officer.

Thereafter, the Chief Administrative Officer's evaluation together with all materials taken into consideration in its preparation, any written response thereto, and the approved job description, shall be forwarded to the President of the University.

In the event that an Administrative Area Supervisor is himself being evaluated pursuant to the provisions of this Article, or in the event that the Administrative Area Supervisor is, in the case of any administrator, also the appropriate Chief Administrative Officer, then such administrator's evaluation shall be conducted solely by the Chief Administrative Officer in accordance with the provisions of the foregoing subsection (2), and such evaluation shall be next forwarded to the President of the University.

In the unusual circumstances that the unit member is supervised only by the President, the President shall conduct the evaluation in accordance with the provisions of the foregoing subsection (2).

4. Role of the President of the University

The President of the University shall review all evaluation reports, recommendations submitted to him by the Chief Administrative Officers, and approved job descriptions. The President shall, at his discretion, transmit to the Board of Trustees his recommendations, if any, concerning any personnel action that pertains to any member of the bargaining unit. A copy of the President's recommendations shall be sent to the unit member at the time of its transmittal to the Board of Trustees.

5. Retention in Official Personnel File

Thereafter, all materials utilized in an evaluation hereunder and the approved job description shall be filed in the Official Personnel File of the administrator.

6. Schedule of Evaluations

All such evaluations shall be conducted in accordance with the schedule set forth in Appendix I.

G. EVALUATION FORMS

All evaluations conducted pursuant to this Article IV shall be conducted with the use of such forms as appear at Appendices C and D of this Agreement. Prior to an evaluation becoming a part of an administrator's permanent personnel record, he or she must be given an opportunity to review and respond to any recommendations or comments that are recorded on the evaluation form.

H. ALTERATION OF FORMS

It is the intention of the parties that only the employee who conducted the evaluation or drafted the comments may physically alter or amend the written ratings or comments.

I. APPLICATION OF ARTICLE XI

The following matters provided in this Article shall not be the subject of any proceeding before or adjudication by an arbitrator:

1. Any determination of the Chief Administrative Officer denoting overall performance rating for merit pay increases.

2. Any recommendation or action of a President taken pursuant to the provisions of Section E;

3. Any exercise of discretion by the President taken pursuant to the provisions of subsection F(4);

4. Any decision of a Board made upon the recommendation of a President pursuant to Article IV;

5. Written evaluations recorded on the appropriate form made pursuant to subsections F(2) and F(3); provided, however, that grievances involving such matters may be processed through Step 2 of the grievance procedure set forth in Article XI, but may not be processed to Step 3 thereof.

ARTICLE V – SALARY

A. ANNUAL SALARY

For the purpose of this Article, "annual salary rate" shall, in respect of each member of the bargaining unit, mean the annual salary rate payable to such member of the bargaining unit on January 1, 2014, or on the date of his/her first employment as such (whichever shall be the later), and as it is adjusted from time to time thereafter in accordance with the provisions of this Article.

Except as is provided in the next paragraph, the provisions of this Article V shall be of no application to any person except insofar as such person is a member of the bargaining unit on and/or after the date of execution of this Agreement; for these purposes a person shall not cease to be a member of the bargaining unit merely by reason of his/her being on a leave of absence, whether with or without pay.

In the event that a unit member who shall have been employed as a member of the bargaining unit on or after January 1, 2012, shall have died after said date but prior to the execution of this Agreement, his or her estate shall be entitled to receive all of the salary adjustments for which the unit member would have been eligible in accordance with the provisions of this Article V to and including the date of his or her death. Payments to the estate of such salary adjustments shall be made on a pro rata basis commencing with the effective date of the salary adjustment and ending on the date of death.

B. FUNDING

The parties agree that all moneys required to be paid pursuant to Article V, C and Article VII, F shall be incremental cost items and subject as such to the provisions of Article XVI of this Agreement and to those of Section 7(c) of Chapter 150E of the Massachusetts General Laws.

C. SALARY ADJUSTMENTS

The parties recognize and agree that the following salary increases are designated as merit increases. The purpose of these increases is to recognize meritorious service and acknowledge current economic factors during the term of this Agreement.

1. Effective on January 1, 2014, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2013.

2. Effective on July 1, 2014, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such

increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2014.

3. Effective on January 1, 2015, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30,2014.

4. Effective on July 1, 2015, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2015.

5. Effective on January 1, 2016, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2015.

6. Effective on July 1, 2016, the annual salary rate, as it then is, of every eligible full-time member of the bargaining unit shall be increased by an amount equal to one and three-quarters percent (1.75%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase unless his or her overall performance has been rated competent or better on the Administrator Evaluation Form completed during the annual period ending on June 30, 2016.

7. EMT CERTIFICATION

Unit members who are:

a. assigned to the public safety department (however entitled); or,

b. primarily assigned within a residence hall; or,

c. hold a title commonly known as "Athletic Trainer"; and,

who are EMT certified will receive a yearly stipend in the amount of eight hundred and fifty dollars ($850.00). This stipend will be payable on the last payroll period in January subsequent to presentation of a valid certificate.

D. SALARY RANGES

The minimum and maximum salary rates of the ranges for twelve (12) month appointments shall be the following:

Minimum Effective First Pay Period						
	FY2014	FY2015		FY2016		FY2017
Title	Jan 1, 2014	July 1, 2014	Jan 1, 2015	July 1, 2015	Jan 1, 2016	July 1, 2016
Executive Director[1]	$45,704.96	$46,504.81	$47,318.64	$48,146.72	$48,989.29	$49,846.59
Assistant Dean	$58,733.50	$59,761.33	$60,807.16	$61,871.28	$62,954.03	$64,055.73
Director	$42,714.92	$43,462.44	$44,223.03	$44,996.93	$45,784.38	$46,585.60
Associate Director	$37,376.66	$38,030.75	$38,696.29	$39,373.48	$40,062.51	$40,763.61
Assistant Director	$37,376.66	$38,030.75	$38,696.29	$39,373.48	$40,062.51	$40,763.61
Staff Associate	$36,600.22	$37,240.72	$37,892.43	$38,555.55	$39,230.27	$39,916.80
Staff Assistant	$26,654.84	$27,121.30	$27,595.92	$28,078.85	$28,570.23	$29,070.21

Maximum Effective First Pay Period						
	FY2014	FY2015		FY2016		FY2017
Title	Jan 1, 2014	July 1, 2014	Jan 1, 2015	July 1, 2015	Jan 1, 2016	July 1, 2016
Executive Director	$141,353.77	$143,827.46	$146,344.45	$148,905.47	$151,511.32	$154,162.76
Assistant Dean	$132,303.91	$134,619.23	$136,975.06	$139,372.13	$141,811.14	$144,292.83
Director	$132,106.33	$134,418.19	$136,770.51	$139,163.99	$141,599.36	$144,077.35
Associate Director	$117,732.53	$119,792.85	$121,889.23	$124,022.29	$126,192.68	$128,401.05
Assistant Director	$110,444.95	$112,377.74	$114,344.35	$116,345.38	$118,381.42	$120,453.10
Staff Associate	$103,149.84	$104,954.96	$106,791.67	$108,660.52	$110,562.08	$112,496.92
Staff Assistant	$95,866.03	$97,543.69	$99,250.70	$100,987.59	$102,754.87	$104,553.08

Nothing in this Section D shall operate to abrogate or limit any administrator's entitlement to a salary increase under Section C of this Article V.

E. TIMES OF PAYMENT

The payment of salaries shall be covered by the following provisions.

a. All employees covered by the terms and conditions of this collective bargaining agreement shall be paid on a bi-weekly basis.

[1] See Appendix A. The title Executive Director is in the bargaining unit only if the position does not exercise confidential or managerial duties as defined by G.L. c.150E.

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b. Salary payments shall be electronically forwarded by the Board directly to a bank account or accounts selected by the employee for receipt.

c. To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Association agrees to accept the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change to a bi-weekly payroll system).

d. (i) In the extraordinary event that the Association alleges that an employee cannot comply with the collective bargaining agreement relative to the electronic transfer due to severe hardship such as inability to access a bank or financial institution during off hours or inability to access an ATM within a reasonable geographic distance from the employee's worksite or home, the Association may petition the Human Resources Division of the Commonwealth for a Direct Deposit Special Exemption.

(ii) The Human Resources Division, in concert with the Office of the State Comptroller, shall review the request for the Direct Deposit Special Exemption filed by the Association and will notify the Association of its finding.

(iii) The parties agree that no other appeal may be commenced by the employee or the Association relative to the Direct Deposit Special Exemption and further, that the provisions of this clause (d) are not grievable and are inarbitrable.

Anything in the foregoing provisions of this Article to the contrary notwithstanding, whenever any moneys shall, pursuant to any provisions of this Article V, be due and payable on a date prior to the date on which final action shall have been taken to appropriate the moneys necessary to fund such provisions, such moneys shall, unless otherwise expressly provided by law, be due and payable not later than sixty (60) days after the date on which such final action shall have been taken.

F. In the event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and funded by the Legislature, and in the event that such agreement contains provisions for across the board salary increases in excess of those contained in this Agreement, the parties agree, at the request of the Association, to re-open this Agreement for further negotiations on this issue.

ARTICLE VI – APPOINTMENT, PROMOTIONS, SALARY ADJUSTMENTS

A. JOB POSTING PROCEDURES

Whenever the President of a University shall have determined that a bargaining unit position shall be filled, other than by a promotion of a bargaining unit member at the University, or by a promotion of an employee of the University to the newly-created position of Staff Assistant at the University, in which cases the formal hiring process shall not apply, the following procedures shall be utilized:

1. Bargaining Unit Posting

   a. The President or his designee shall in every case cause notice of the vacancy to be posted on the bulletin boards at the University.

   b. Such notice shall include a statement of duties, salary range, closing date of application, qualifications for the position and such other information as the President or his designee may deem pertinent, including a statement that the position is available only to members of the bargaining unit.

   c. A copy of such notice shall be provided to the Chapter President concurrently with its being posted.

   d. Applicants who are administrators at the University shall be given consideration by the President for the vacant position. In the event that the President shall decide not to advertise the position pursuant to the following subsection 2, he shall select from among the administrators who have applied therefor the candidate whom he shall have determined, at his sole discretion, is best qualified by education, training and/or experience to meet the needs of the University; provided, however, that the President shall be entitled at any time prior to his filling such vacancy to advertise the same pursuant to the following subsection 2 or to decline to fill such vacancy.

   e. Individuals hired or promoted into Public Safety positions shall be notified prior to date of hire/promotion of the type of training required and the possible consequence of the failure to complete such training.

2. General Posting

   a. Whenever the President shall have determined it to be necessary or appropriate to solicit applications for such position from persons other than those who are employed as administrators at the University, he may advertise such vacancy at any time in such

manner as he deems appropriate, provided only that he shall not do so prior to his having caused notice of such vacancy to be posted in the manner required at subsection 1(a) above.

b. Whenever the President shall have advertised any vacant position pursuant to the foregoing paragraph (a), he shall give concurrent notice thereof to the Chapter President and to the Chairman of the Council of Presidents.

c. Whenever the President shall have advertised any vacant position pursuant to the foregoing paragraph (a), he shall select from all the persons who have applied therefor the candidate whom he shall have determined, at his sole discretion, is best qualified by education, training and/or experience to meet the needs of the University; provided, however, that the President shall be entitled at any time prior to his filling such vacancy to re-advertise the same pursuant to the provisions of this Section A or to decline to fill such vacancy.

d. Individuals hired or promoted into Public Safety positions shall be notified prior to date of hire/promotion of the type of training required and the possible consequence of the failure to complete such training.

3. Post-Appointment Procedures and Limitations

a. Each administrator who has made application for a vacant position at the University where he is employed shall be notified of the filling of such position within ten (10) days following acceptance by the successful applicant.

b. Such administrator may, within five (5) days of his receipt of such notification, request a meeting with the President to discuss why he was not selected to fill the vacancy. The President or his designee shall thereupon meet with such administrator and shall discuss the education, training and/or experience of the administrator in relation to the qualifications needed for the posted position.

c. Any member of the bargaining unit who is appointed to any vacant position at a University and who, at the date of such appointment is employed as a full-time member of the bargaining unit at another University shall retain all benefits previously accrued and to which he is then entitled; provided, however, that seniority shall not be retained or transferred.

d. No administrator serving in a position at a State University shall be appointed to a position at another State University without the prior written agreement of the administrator.

e. No decision to appoint or not to appoint any person to any vacant position, nor to fill or not to fill a position, shall be subject to the provisions of Article XI of this Agreement.

B. PROMOTIONS AND SALARY ADJUSTMENTS

1. General

An important means by which an administrator may be given recognition for the outstanding performance of his responsibilities is by promoting such administrator to positions of greater responsibility, for which such administrator's qualifications, experience and performance make him suitable. The parties recognize, however, that promotions are not commonly available on a regular basis, either because appropriate vacancies occur intermittently and unpredictably or because even an administrator whose performance is outstanding may not be deemed the most qualified candidate for one or another vacancy that does become available.

Mindful of the foregoing, the parties hereby agree that the Board of Trustees, or the President as its designee, may from time to time increase the salary paid to any administrator in recognition of such administrator's performance, or of such administrator's having assumed increased responsibilities as a part of the discharge of his duties.

2. Request for Salary Adjustment

Any administrator (i) whose most recent overall performance rating is "commendable," (ii) who has assumed significantly expanded responsibilities as an administrator, or (iii) who has secured either a new academic degree or new professional credentials of relevant significance shall be entitled to request his or her chief administrative officer to review his or her salary for the purpose of considering whether to recommend that the administrator be granted a salary increase of the kind described in the preceding paragraph 1. The administrator may provide any information in support of the request for salary review. The chief administrative officer shall thereafter make such recommendation in that regard as he or she deems appropriate. Following such further review as may be appropriate, the President or his or her designee shall decide whether to grant the administrator any such salary increase. The President's decision (or that of his or her designee) shall be made no later than ninety (90) days following the submission of the administrator's request to his or her chief administrative officer. In the event the President (or his or her designee)

elects to grant a salary adjustment, the decision shall state the amount thereof and its effective date. In the event the President elects not to grant a salary adjustment, the President shall state the specific reasons for the denial as they relate to the substance of the request. Every decision made hereunder shall be final and binding.

ARTICLE VII – HOLIDAYS AND SUPPLEMENTAL BENEFITS

A. HOLIDAYS

1. Paid Holidays

The following legal holidays will be observed as paid holidays for the period of this agreement.

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

2. Compensation for Working on a Holiday

Any administrator scheduled to work on a holiday and who does work on that holiday shall be granted a day off within the next succeeding one hundred and twenty (120) day period. The specific day off may be requested by the individual administrator, subject to the approval of the immediate supervisor who shall notify the University Human Resources officer. If a day off is not granted by the administration with the one hundred and twenty (120) day period, such administrator shall be paid at the rate of one (1) additional tour of duty for working a holiday.

At the Massachusetts Maritime Academy, in the case of a holiday which falls during the annual training cruise, and administrator who is on cruise status shall be entitled to the said days off during a one hundred and twenty (120) day period which shall commence at the end of the said training cruise, or shall be paid at the rate of one (1) additional tour of duty for working on each such holiday.

3. Exceptions

Any administrator, not scheduled to work on a holiday, shall not suffer a loss of pay for such holiday unless such unit member is on leave without pay or absent without pay on any part of a scheduled work day immediately preceding the holiday or any part of a scheduled work day immediately following the holiday.

Any administrator scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the administrator properly notifies Management at least one (1) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for the absence, a reason that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reason for such absence, the administrator may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7) day period.

When an administrator, who is absent by reason of sickness on a scheduled holiday, complies with these procedures, no sick leave credit previously earned shall be applied for the holiday, and the holiday shall be granted but no additional day off shall be provided. This provision shall be of no application to subsection A(4) of this Article VII.

4. Religious Holidays

In accordance with Chapter 151B of the Massachusetts General Laws, employees shall be permitted to observe certain religious holidays in accordance with the practice in existence on the date of execution of this Agreement.

5. Saturday or Sunday Holidays

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following, and such holiday shall be granted in accordance with and subject to the provisions of subsection A(2) of Article VII of this Agreement.

Whenever any holiday falls on a Saturday, every administrator shall, where possible, be given the preceding Friday off without loss of pay; provided, however, that if such day off cannot be granted to an administrator for reasons satisfactory to the University Human Resources Officer, such administrator shall be given a day off in lieu thereof within the next succeeding sixty (60) day period or shall be paid compensation therefor, in accordance with the provisions of subsection A(2) of Article VII of this Agreement.

B. LEAVE

1. Paid Leaves

a. Administrative Educational Leave

Administrators may be granted paid leave of absence in accordance with the policies of the Board for educational purposes, to attend

conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The administrator shall not suffer any loss of benefits as a result of such leave. Upon return from either of the Administrative Educational Leaves set forth in paragraph i and/or paragraph ii below, an administrator shall file a report regarding his/her activities with his/her immediate supervisor.

(i) Extended Educational Leave

Members of the bargaining unit shall have the right to apply for an extended educational leave for a continuous period of six (6) or twelve (12) months after having completed a period of seven (7) years of service in the bargaining unit at a State University or, if such leave has been previously granted to him, after having completed a period of seven (7) years of service in the bargaining unit following the last such leave. Requests for leave shall be submitted in writing by the administrator to the Chief Administrative Officer to whom he reports. The Chief Administrative Officer shall forward within fourteen (14) days of the administrator's request and any other materials submitted by the administrator to the President of the University together with his written recommendations and a statement indicating whether the work of the administrative area in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The Chief Administrative Officer shall further set forth in detail a report summarizing the work the administrator intends to perform during the leave and shall further indicate such work is consistent with the principles of educational leave. The President shall, at his sole discretion, determine whether to grant or deny the request. Whenever the President shall have declined to grant such leave, he shall transmit his reasons therefore in writing to the administrator whose request for leave has been denied.

(a) Applications for educational leave may be made for the following purposes:

(i) study and/or research, including related travel;

(ii) creative work in the administrator's field of endeavor.

(b) The administrator shall, prior to the granting of educational leave, enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the University for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

(c) Salary payments during educational leave shall be: One-half (1/2) pay if leave is granted for a full year; full pay if leave is granted for one-half year.

(ii) Short-Term Leave

Members of the bargaining unit shall have the right to apply for a short-term educational leave after having completed a period of not fewer than two (2) years of service at a State University or, if such a leave has been previously granted to him after having completed a period of two (2) years of such service following the last such leave. No such leave shall be for a period of more than forty (40) work days in any fiscal year.

Requests for such leave shall be made in accordance with the procedures set forth in the foregoing subsection (i(b)) and may be made for the purposes provided for in the said subsection.

Such leave when granted shall be granted without loss of pay.

Prior to the granting of a short-term educational leave, the administrator shall enter into a written agreement with the Board of Trustees in accordance with the provisions of the foregoing subsection (i).

If the applicant is the only bargaining unit member performing administrative responsibilities in a department, he may submit with his application a proposal describing the manner in which his responsibilities may be assumed by other bargaining unit members.

b. Court Leave

(i) An administrator called for jury duty shall be granted court leave. Notice of service shall be filed with the President upon receipt of summons.

(ii) If jury fees received by an administrator amount to more than his regular rate of compensation, the administrator may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to the University, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the administrator's regular rate of compensation, he shall be deemed to be on leave of absence with pay and shall turn said fees over to management with a court certificate of service. Expenses reimbursed by the court for travel, meals, room hire, etc. shall be retained by the administrator and shall not be considered part of the jury fees.

(iii) Administrators who are summoned to appear as witnesses on behalf of any town, city, county or state government, or on behalf of the federal government shall be granted court leave; provided, however, that if any administrator is summoned to appear as a witness because of the duties of an additional position, whether part-time or otherwise, with a city, town, country or state government or with the federal government, or with any other employer, such administrator shall not be granted court leave with pay. Notice of service shall be filed with management upon receipt of summons.

(iv) Witness fees and all other fees except jury fees received for service as a witness during a scheduled tour of duty shall be paid to management. Expenses reimbursed to an administrator for travel, meals, room hire, etc. shall be retained by him and shall not be considered a part of the witness fees.

(v) Whenever an administrator is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during his vacation, the administrator shall not be required to account for any fees received during such period.

(vi) When an administrator has been granted court leave for jury or witness service, and is excused by proper court authority, he shall report back to the University whenever the

interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

(vii) Court leave shall affect no employment rights.

(viii) Court leave shall not be granted when an administrator is a defendant or is engaged in personal litigation.

c. Bereavement Leave

Leave of absence with pay shall be granted by management to an administrator who suffers the loss by death of a spouse, domestic partner, child or step-child, for a period not exceeding seven (7) days, and of a parent, step-parent, brother, step-brother, sister, step-sister, grandparent, grandchild, or parent of a spouse or person living in the immediate household of either the administrator or of his domestic partner or spouse, for a period not exceeding four (4) days. Similarly, leave of absence with pay shall be granted by management to an administrator who suffers the loss by death of his/her son-in-law, daughter-in-law, or the spouse, brother, sister, grandparent, or grandchild, the brother or sister of his spouse or domestic partner for a period not exceeding two (2) days, or for the purpose of attending the funeral of a colleague at the University. In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the President of the death of one of the above named relatives, and may be granted at the discretion of the President.

d. Military Leave

(i) An administrator shall be entitled, during the time of his service in the armed forces of the Commonwealth, under Section 38, 40, 41 or 60 of Chapter 33 of the Massachusetts General Laws, or during his annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of the administrator's ordinary remuneration and shall also be entitled to all leaves of absence provided in this Agreement.

An administrator who is a member of a reserve component of the armed forces of the United State and who is called for duty other than an 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, as amended.

(ii) An administrator who, on or after January 1, 1940, shall have tendered his resignation or otherwise terminated his employment 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 administrator shall be deemed to have resigned or to have terminated his employment until the expiration of two (2) years from the termination of said military or naval service by him.

e. Personal Leave

On each January 1, full-time unit members hired before March 1, 2012, will be credited annually with thirty seven and one-half (37.50) hours (five (5) days) of Personal Leave which may be taken during the following twelve (12) months at a time or times requested by the unit member and approved by the University Human Resources Officer after consultation with the Administrator's Appropriate Administrative Area Supervisor.

On each January 1, full-time unit members hired after March 1, 2012 will be credited annually with twenty two and one-half (22.50) hours (three (3) days) which may be taken during the following twelve (12) months at a time or times requested by the unit member and approved by the University Human Resources Officer after consultation with the Administrator's Appropriate Administrative Area Supervisor. Full-time unit members who are hired after January, but before May 1 shall be credited with fifteen (15.00) hours (two (2) days) during their first partial year of service. Full-time unit members who are hired on or after May 1, but before September 1 shall be credited with seven and one-half (7.50) hours (one (1) day) during their first partial year of service. However, the parties agreed as part of the Agreement that if the Employer concludes a collective bargaining agreement with another bargaining unit during the period of the 2012-2013 Agreement, that permits greater benefits, the Agreement shall be reopened at the APA's request for further negotiations about this issue.

f. Sick Leave

(i) Entitlement

(a) Accrual

Administrators shall be entitled to fifteen (15) working days' sick leave with pay for each year of continuous service at a State University.

Sick leave credit will begin on the first working day of the first full month following employment at a State University and accumulate thereafter at a rate of one and one-quarter (1-1/4) days for each full month of employment. Administrators having an aggregate of more than one (1) day of leave without pay and/or absence without pay in any calendar month shall not receive sick leave credit for that month.

(b) Accumulation

Sick leave not used by an administrator in any year may be accumulated by such administrator. Except as is provided in paragraph (d) below, administrators shall not be entitled to a leave of absence with pay on account of sickness in excess of accumulated sick leave. Leave of absence without pay on account of sickness may be granted to an administrator whose accumulated sick leave has been exhausted, upon written application of the administrator to the University Personnel Officer.

(c) Use

Sick leave shall be granted to an administrator only under the following conditions:

(i) When the administrator cannot perform his duties because he is incapacitated by personal illness or injury;

(ii) When the spouse or domestic partner, child, a parent of either the administrator or of the spouse or domestic partner, or a relative permanently living in the immediate household of an administrator is seriously ill, the administrator may utilize accumulated sick leave days up to a maximum of sixty (60) days in a single calendar year; providing, however, that no administrator shall draw upon the Sick Leave Bank for the purpose of this subparagraph ii; and

(iii) For parental leave due to the birth or adoption of a child, the administrator may utilize accumulated sick leave days up to a maximum of sixty (60) days, to be concluded within twelve (12) months of the date of the birth or adoption. This leave benefit shall be in addition to the ten (10) days of paid leave set forth in Section 2C.

(iv) When, through exposure to contagious disease, the presence of the administrator at his work location would jeopardize the health of others.

(v) When the member is making preparations related to the adoption or placement of a foster child in the house up to ten (10) days of sick leave may be used.

(vi) The member may use up to fifteen (15) days of sick leave if a victim of domestic violence (with six months of unpaid leave, also allowed).

(d) Sick Leave Bank

Upon the date of execution of this Agreement, each Sick Leave Bank then existing at a State University shall be maintained for the benefit of those members of the bargaining unit who, pursuant to the terms of this Agreement, are or become members thereof; provided, however, that any Sick Leave Bank that shall have existed at any University on the date immediately prior to the date of execution of this Agreement shall continue to exist from and after such date of execution, and any sick leave days then accumulated in such bank shall continue to be held thereby, and any administrators who are then members of such bank shall continue to be members thereof; and every such bank, together with the application and use of all such days, shall be governed solely by the provisions of this subsection (e).

Within ninety (90) days after the effective date of this Agreement, an administrator who is not a member of the Sick Leave Bank may become so by

assigning seven and one-half (7.50) hours (one (1) day) of his personal sick leave accumulation to the Bank, provided that on the date of making such assignment he shall have accumulated not fewer than forty five (45.00) hours (six (6) days) of personal sick leave.

During the term of this Agreement, an administrator who shall have accumulated forty five (45.00) hours (six (6) days) of sick leave and who is not a member of the Sick Leave Bank may become so by assigning to the Bank, during the month of September, seven and one-half (7.50) hours (one (1) day) of his personal sick leave accumulation; except that, in the case of a provisional employee, such employee who shall have accumulated forty five (45.00) hours (six (6) days) of sick leave and is not a member of the Bank may become a member by assigning to the Bank, during the month next following, seven and one-half (7.50) hours (one (1) day) of such personal sick leave days so accumulated.

No administrator shall be entitled to become a member of the Sick Leave Bank save as in hereinbefore provided.

Assignment by an administrator of a personal sick leave day to the Bank shall be made in writing to the University Personnel Officer. The University Personnel Officer or his designee shall maintain a register of the membership of the Sick Leave Bank and of the number of sick leave days accumulated in the Bank. Annually during the month of July, the University Personnel Officer shall give written notice to the local Association Representative of: (a) the total number of days accumulated in the Sick Leave Bank as of July; and (b) the names of all those administrators at the University who are members of such Bank on such date.

At each University where a Sick Leave Bank shall have been established pursuant to the terms of this Agreement, there shall also be established a Sick Leave Bank Committee, which committee shall consist of two (2) persons chosen by the President of the University, and two (2) members of the

bargaining unit chosen by the President of the Association.

Once he has been off the payroll for thirty seven and one-half (37.50) hours (five (5) days), every member of the Sick Leave Bank shall be eligible to draw upon the Sick Leave Bank as needed; provided, however, that any member of the Sick Leave Bank wishing to draw upon the Bank shall first make application to the Sick Leave Bank Committee. The Committee shall determine and certify to the President of the University whether the applicant is eligible in accordance with the provisions of this subsection.

The Committee may recommend to the President that such an applicant, and/or any unit member receiving sick leave benefits from the Bank, should be examined by a physician, and they shall do so upon the written request of the President of the Association. The Committee may also at reasonable times recommend that the President require an examination by a physician and/or require a physician's report from an applicant or a person receiving benefits. The Committee may recommend to the President that benefits be provided, or continue to be provided, to any eligible applicant after such examination or certification or that they be terminated.

The President may require that a unit member who is on leave of absence by reason of sickness be examined by a physician chosen by the President or his designee. Any unit member who thereafter fails or refuses such examination may not draw accumulated sick leave, or upon the Sick Leave Bank. The University will pay the costs of all physical examinations. The physician shall render a written report to the President of the University. The President shall provide a copy of the physician's report to the Committee, to the unit member and to the President of the Association. The President may, upon receipt of such medical report and the recommendation of the Committee, terminate the sick leave benefits or deny eligibility, as the case

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may be. The decision of the President shall not be arbitrary or capricious.

No member of the bargaining unit shall, during any five (5) year period commencing with the date on which he/she first draws upon the Sick Leave Bank, draw in the aggregate there from more than the equivalent of two (2) work years of sick leave for any single illness or injury.

Whenever any person is drawing upon the Sick Leave Bank, and while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the Sick Leave Bank.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen below twenty five (25) days, the University Personnel Officer shall so notify the local Association Representative in writing, and any member of the Sick Leave Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice, assign an additional seven and one-half (7.50) hours (one (1) day) of his personal sick leave accumulation to the Bank; provided, however that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his personal sick leave accumulation on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave; and provided further that such member shall retain all his rights in the Bank until such period for assigning an additional day have expired.

Whenever any administrator shall have given notice of his intention to retire pursuant to the provisions of Section F of this Article VII, he may, by giving notice thereof prior to the effective date of his notice of retirement, donate to the Sick Leave Bank at the University at which he is then employed, all of his accumulated personal sick leave; and any such donation, when so made, shall be a donation of

all such administrator's personal sick leave as of his last date of employment; provided, however, that no such donation shall include any accumulated sick leave for a percentage of which such administrator shall have been compensated pursuant to paragraph (h) below.

No administrator shall be permitted to contribute any day or days of personal sick leave to the Sick Leave Bank except in such amounts as are provided in this subsection (e).

Anything in the foregoing to the contrary notwithstanding, members of a sick leave bank shall continue to be eligible to draw upon such bank irrespective of the fact that the total number of days in such bank is less than twenty-five (25); provided, however, that if, pursuant to the provisions of this subsection (e), there are no members of a sick leave bank, those who were last members shall remain eligible to draw upon such bank, pursuant to the provisions of this subsection (e), until all the days accumulated therein shall have been exhausted.

(e) Re-employment

An administrator who leaves the employ of the Board and who is later re-employed by the Board in the bargaining unit shall be granted sick leave accumulated at the termination of his previous service, provided such administrator is re-employed within three (3) years from the date of such termination. Any administrator re-employed after the expiration of such three (3) year period may be granted sick leave accumulated at the date of such termination, upon approval of the President, if such termination was caused by any of the following reasons:

(i) Illness of the administrator and not because of illness in the administrator's family,

(ii) Dismissal through no fault or delinquency attributable to such administrator, or

(iii) Injury while in the service of the Board of Trustees while performing assigned duties

for which the administrator would be entitled to receive Worker's Compensation benefits.

(f) Disability

An administrator who receives disability compensation provided by statute and who is entitled to any additional sick leave allowance may take such individual sick leave allowance payment as, when added to the amount of the disability compensation provided by statute, will result in the payment of his full salary.

(g) Workers' Compensation

If and when an administrator has accumulated sick leave and is injured while in the performance of assigned duties, and such injury could result in a potential claim under Chapter 152 of the Massachusetts General Laws as amended by Chapter 572 of the Acts of 1985 (Worker's Compensation Act), the administrator shall be paid sick leave to the extent of his accumulated sick leave credits until payments begin under the Worker's Compensation Law. Any adjustments due the administrator because of the effects of this rule shall be made thereafter. The Sick Leave Bank shall not be used for this purpose.

(h) Retirement

Employees, upon leaving the employ of the Board, shall not be entitled to compensation for accumulated sick leave; provided, however, that any employee who is eligible to retire in accordance with the State Retirement Act and who, having given the President not less than three (3) months' advance written notice thereof, does retire shall be paid twenty percent (20%) of the value of his unused accumulated sick leave at the time of his retirement, which value shall be calculated on the basis of such employee's rate of pay as it is on the date immediately prior to the date on which his retirement has effect. The President, for reasons deemed satisfactory to him, may waive the notice required by the preceding proviso.

In calculating the daily rate of pay of any member of the bargaining unit hereunder, the following formulas shall be used:

(i) in the case of any member of the bargaining unit whose work year is of ten (10) months' duration, the daily rate of pay shall be an amount equal to 1/215th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;

(ii) in the case of any member of the bargaining unit whose work year is of twelve (12) months' duration, the daily rate of pay shall be an amount equal to 1/260th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is to be made.

If, at the time of death of an administrator, said administrator was eligible to retire and receive a pension from the Commonwealth, then said administrator shall be paid twenty percent (20%) of the value of unused accumulated sick leave to his/her credit at the time of death, provided that no monetary or other allowance has already been made therefore. It is understood that any such payment will not change the administrator's pension benefits.

The President shall authorize payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

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

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

(i) Deferred Retirement

Any employee who is otherwise qualified to be paid the sick-leave buy-back, so called, that is described herein but who, having given notice thereof to the University, defers his or her retirement in accordance with the requirements of the State Retirement Act shall be entitled to be paid his or her sick-leave buy-back at the time of retirement.

(ii) Notification to University

An administrator, in order to qualify for paid sick leave, must notify his Appropriate Administrative Supervisor at least one (1) hour prior to the beginning of each day, or, if he is not able to do so, as soon as is possible after the beginning of each day, during which the administrator is to be absent by reason of sickness, provided that in the case of an emergency notice shall be given as soon as the exigencies of the emergency may permit. It shall be the responsibility of such Appropriate Administrative Area Supervisor to transmit such notification in writing to the University Human Resources Officer. If such notification is not given by such administrator, such absence may, at the discretion of Management, be treated as absence without pay. Management may require the administrator to present a physician's statement indicating the medical reason for absence on account of sickness, but Management shall not make it a general practice to require such statement for an absence of less than five (5) days in a fourteen (14) calendar day period unless the Appropriate Area Supervisor reasonably suspects sick leave is being abused by the administrator. Failure of an administrator to present such statement seven (7) working days after a request therefore has been made by Management, may, at the discretion of Management, result in the absence being treated as absence without pay.

An administrator absent by reason of sickness for more than five (5) working days shall provide the University Human Resources Officer with at least a twenty-four (24) hours' notice of his intent to return to active employment.

(iii) Return from Extended Sickness

Management may require that an administrator submit to a medical examination, by a physician designated by

Management, to determine the administrator's fitness to return to work following absence by reason of sickness or injury for more than five (5) consecutive working days. Such examination shall be at the expense of the University. At such examination, the administrator may, upon his own request and at his own expense, be represented by a personal physician. The administrator shall cooperate with the physician appointed to conduct the medical examination and, for that purpose, shall authorize and direct the release to such physician, and shall waive any right of confidentiality (including any right under HIPPA) in connection with all medical records that the physician judges to be relevant to the conduct of such examination and to an assessment of the administrator's medical condition.

(iv) Light Duty and Limited Duty

An administrator who has been absent by reason of sickness or injury may, upon the recommendation of a physician but at the sole discretion of Management, return to work for light and limited duty upon such terms and conditions as Management shall determine. Whenever Management shall have offered to permit any such administrator to return to work for limited duty and such offer is made in accordance with the recommendation of any physician, the failure of such administrator to return to work in accordance with such offer shall be grounds for the taking of disciplinary action. For the purposes of this Section, Management may require that an administrator submit to a physical examination by a physician designated by Management for such purposes. Such examination shall be at the expense of the University. At such examination the administrator may, upon his own request and at his own expense, be represented by a personal physician. The administrator shall cooperate with the physician appointed to conduct the medical examination and, for that purpose, shall authorize and direct the release to such physician, and shall waive any right of confidentiality (including any right under HIPPA) in connection with all medical records that the physician judges to be relevant to the conduct of such examination and to an assessment of the administrator's medical condition.

g. Voting Leave

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

2. Unpaid Leave

a. Association Leave of Absence

Upon request by the Association, an administrator may be granted a leave of absence without pay to perform full-time official duties on behalf of the Association. Such leave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of up to one (1) year or less at the request of the Association. Approved requests will not exceed one among the administrators represented by the Association, provided no adverse effect on the operations of any University results.

b. Family Leave

Upon written application to the President, including a statement of reasons, any administrator who has been employed at least three (3) consecutive months, who has given notice at least two (2) weeks prior to his or her anticipated date of departure and who has given notice of intention to return, may be granted parental or adoptive leave for a period not exceeding one (1) academic year. Such leave shall be without pay for such period.

The purposes for which an administrator may submit his application for such unpaid leave may include, but shall not be limited to:

(i) The need to care for, or to make arrangement for the care of, a minor dependent child of the administrator, whether or not such child is the natural, adopted or step-child of such administrator;

(ii) To discharge any other responsibilities or duties in his capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such administrator;

(iii) The need to care for a member of the administrator's immediate family;

Any administrator taking such family leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other administrators at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such family leave, he or she shall be extended the same rights and benefits, if any, as are extended to administrators of equal length of service in the same or similar positions.

An administrator on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such administrator shall regain his or her right to sick leave.

c. Maternity Leave

Any administrator who has been employed for at least three (3) consecutive months as a full-time employee, who has given notice at least two (2) weeks prior to the anticipated date of departure, and who has given notice of intention to return, shall be granted maternity leave for a period not exceeding eight (8) weeks for the purpose of giving birth or for the purpose of adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled. Such leave shall be without pay for such period.

Any administrator taking such a maternity leave, upon return to work, will be restored to his/her previous position or a similar position, with the same status and pay; provided, however, that if other administrators at equal length of service, credit or status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave, he/she shall be extended the same rights and benefits, if any, as are extended to administrators of equal length of service in the same or similar positions.

If an administrator has accrued sick leave credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave provisions of this Article.

During the first ten (10) workdays subsequent to the birth or adoption of a child, the mother/father shall receive his/her regular weekly salary.

Notwithstanding any other provision of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the administrator's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages.

d. Professional Leave

Upon the application of an administrator and a recommendation by the President of the University, the Board of Trustees or its designee may grant to such administrator leave without pay for such term, upon such condition and for such purpose as the Board of Trustees or its designee may determine. The purposes for which an administrator may submit his application for such unpaid leave may include, but shall not be limited to:

(i) Advanced study;

(ii) Participation in exchange administrative programs in other states, territories, and countries;

(iii) Participation in a cultural program related to his professional responsibilities;

(iv) Service in a public office to which he has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

(v) Any administrator granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

e. Family and Medical Leave

Family Leave

1. A University shall grant to a full time or part time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, an unpaid leave of absence for up to twenty-six (26) weeks in conjunction with the birth, adoption or placement

of a child as long as the leave concludes within twelve (12) months following the birth or placement.

2. At least thirty (30) days in advance, the employee shall submit to the University a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the University proof of the birth or placement or adoption of a child.

3. If an employee has accrued sick leave, personal leave, compensatory leave, or vacation credits at the commencement of his/her family leave, the employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The University may, in its discretion, assign an employee to temporarily backfill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure.

4. At the expiration of the family leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

5. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which s/he was eligible at the time of his/her leave.

6. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover, as provided under FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

Medical Leave

1. A University shall grant to any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, an

unpaid leave of absence for up to twenty-six (26) weeks to care for a spouse, child or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

2. Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the University shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

3. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the University, satisfactory medical evidence. If the University has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense.

   In the event there is a conflict between the second opinion and the original medical opinion, the University and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the University and the employee, at the University's expense.

4. Intermittent leave usage and modified work schedules may be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care. Where intermittent or a modified work schedule is medically necessary, the employee and University shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operations of the workplace.

5. If the employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her medical leave, that employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave or vacation leave provisions of this Agreement.

6. At the expiration of the medical leave, the employee shall be returned to the same or equivalent position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the Employer will extend the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

7. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

8. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave. If the employee fails to return from leave, the Commonwealth may recover the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave, in compliance with the requirements set forth under the FMLA and regulations thereunder.

Nothing contained in this Agreement shall be deemed to abridge any right conferred on any member of the bargaining unit by the Family and Medical Leave Act of 1993, as the same may be amended from time to time. It is the intent of the parties that any benefits provided by this Agreement are to be used as part of and not in addition to any statutory benefits so conferred.

3. Notice

Any notice or information required to be given to management, and any request required to be made of management, in respect of the taking of any leave pursuant to the provisions of this Section shall be given or made to the University Human Resources Officer.

4. Calculation of Leave Entitlements

Solely for the purpose of calculating any leave entitlement under this Section B, every administrator shall be deemed to be employed for a seven and one-half (7.50) hour day and a thirty-seven and one-half (37.50) hour week. Consistently therewith, leaves shall be calculated in increments of one (1) hour and, subject to the other provisions of this Section B, may be granted in increments of one-half of one (.50) hour.

C. VACATIONS

1. Eligibility

a. Eligible employees

Every administrator, whether on part-time or full-time status, who is employed on a twelve (12) month basis shall be eligible for the benefits provided in this Section C; provided, however, that every

administrator, whether on part-time or full-time status, who is employed on a ten (10) month basis shall accrue vacation credits only during his ten (10) month period of service.

b. Accrual of Vacation Credits

Vacation credits shall accrue as follows:

From date of employment through 12 service months, unit members on active payroll status shall accrue .076923 hour of vacation leave per active standard payroll hour (20.00 days per year). Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

From 13 service months through 95 service months, unit members on active payroll status shall accrue .084615 hour of vacation leave per active standard payroll hour (22.00 days per year). Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

From 96 service months through 191 service months, unit members on active payroll status shall accrue .088461 hour of vacation leave per active standard payroll hour (23.00 days per year). Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

From 192 service months through 299 service months, unit members on active payroll status shall accrue .096153 hour of vacation leave per active standard payroll hour (25.00 days per year). Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

Unit members on active payroll status with 300 or more service months shall accrue .115384 hour of vacation leave per active standard payroll hour (30.00 days per year). Time off payroll shall result in the incremental loss of payroll hour of vacation leave awarded.

In accordance with the foregoing provisions, any unit member employed on a part-time basis shall be granted that proportion of the vacation allowance which his service bears to full-time service.

If a unit member on industrial accident leave has available vacation credits which have not been used and who, because of the prohibition against carry-over of vacation credits would lose such vacation credits, the University Human Resources Officer shall convert such vacation credits to sick leave credits on the June 30th

of the year in which such vacation credits would otherwise be lost, if not taken.

c. Proof of Prior Service

Unit members must satisfactorily demonstrate to the University Human Resources Officer prior service with the Commonwealth of Massachusetts in order for such service to be credited with determining vacation leave pursuant to this subparagraph b.

2. Scheduling of Vacation

Administrators shall request specific dates for the scheduling of their vacations through their Appropriate Administrative Area Supervisor.

Vacation allowance shall be scheduled as vacation leave at such times as will best serve the needs of the University, the unit member and the public interest. Vacation allowance shall be scheduled by the Appropriate Administrative Area Supervisor after consultation with the Chief Administrative Officer. The parties shall ensure that vacation allowance is scheduled in order that the unit member may not lose vacation credits. No member of the bargaining unit shall carry vacation leave credit of more than 480 hours (sixty four (64) days). Any member of the bargaining unit who has available unused vacation leave, and who because of the provisions of this Section would lose such vacation leave, shall have such vacation leave converted to sick leave as of the accruals at the end of the last pay period in April and October of each year.

3. Extraordinary Application of Vacation Credits

a. Absence on Account of Sickness

Absences on account of sickness in excess of that authorized under the provisions of this Agreement may be charged to vacation leave.

b. Death of a Unit Member

Upon the death of a unit member who is eligible for vacation under the provisions of this Article, payment shall be made in an amount equal to the vacation allowance as earned prior to such unit member's death but which had not been granted; provided that no monetary or other allowance has already been made therefor. The President shall authorize the payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the state employees' retirement system;

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

c. Termination of an Employee's Services

Employees who are eligible for vacation under these rules and whose services are terminated by dismissal, through no fault or delinquency of their own, by retirement, or by entrance into the defense forces, or who continue to render services as employees, other than as unit members, shall be paid an amount equal to the vacation allowance which has been earned; provided that no monetary or other allowance has already been made therefor, and provided that no monetary or other allowance shall thereafter be made therefor.

Employees who are eligible for vacation under the provisions of this Article, whose services terminated other than as is hereinbefore provided, shall be paid an amount equal to the vacation allowance earned prior to such termination which had not been granted provided that no monetary or other allowance has already been made therefor.

4. Retention of Accrued Vacation Credits upon Reinstatement or Re-employment

Employees subject to the provisions of this Article who are reinstated or who are re-employed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their actual service for the same fiscal year, after reinstatement or re-employment, as such service bears to a complete fiscal year. No credit for previous service may be allowed where reinstatement occurs after an absence of three years unless approval of the University is secured and unless such termination was caused by any of the following reasons:

a. Illness of such employee and not because of illness in his immediate family;

b. Dismissal through no fault or delinquency attributable solely to such employee; or,

c. Injury while in the service of the Board of Trustees in the line of his duties and for which such employee would be entitled to receive Worker's Compensation Benefits.

Any unit member subject to the provisions of this Section who resigned or was granted a leave of absence to enter service in the armed forces of the United States under the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, or any amendment thereof, and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the employer shall be paid an amount equal to the vacation allowance as earned prior to his entry into such service in said armed forces which had not been granted prior to military leave; provided, however, that no monetary or other allowance has already been made therefore.

5. Miscellaneous Provisions

Vacation credits shall accrue to a person while on a leave with pay or on Industrial Accident Leave.

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

6. Calculation of Leave Entitlements

Solely for the purpose of calculating any leave entitlement under this Section C, every administrator shall be deemed to be employed for a seven and one-half (7.50) hour day and a thirty seven and one-half (37.50) hour week. Consistently therewith, leaves shall be calculated in increments of one-half of one (.50) hour and, subject to the other provisions of this Section C, may be granted in increments of one-half of one (.50) hour.

D. INSURANCE AND ANNUITIES

1. Life Insurance

During the term of this Agreement, the Board shall continue to cover all administrators in the bargaining unit under the plan in effect pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, 10 and 10A of the Massachusetts General Laws.

2. Health and Accident Insurance

During the term of this Agreement, the Board shall continue to cover all administrators in the bargaining unit under the plan in effect pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, and 10A of the Massachusetts General Laws.

3. Worker's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the Massachusetts 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 of the Massachusetts General Laws.

4. Tax Deferred Annuities

The Board shall continue its policy of permitting the purchase of annuities by administrators pursuant to the provisions of Chapter 15, Section 18A, of the Massachusetts General Laws.

E. TUITION WAIVER

1. Waiver

The following tuition waiver provisions shall be of application during the term of this Agreement.

The spouse and/or child or children, including any adopted or step-child or children, of any member of the bargaining unit that is represented by the Association of Professional Administrators, Massachusetts Teachers Association/NEA, and the spouse and/or any such child or children of any present, former retired or deceased member of such bargaining unit, who shall have been admitted as a student in the regular day program, or in any program of Continuing Education, at any Massachusetts State University, shall be entitled to enroll as a student in such program without the payment of any tuition.

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctorate of Medicine at the University of Massachusetts Medical School, shall be entitled to matriculate as a student without the payment of any tuition.

2. Remission

The parties agree to continue in effect the present policy of the Board, acting through the Commissioner, regarding tuition remission applicable to all unit members, their spouses, and their dependent children. However, the parties agree that if the Employer concludes a collective bargaining agreement with another bargaining unit that permits a full or partial freeze on fees for unit members or their spouses or dependent children during the period of the 2014-2016 Agreement, the Agreement shall be reopened at the APA's request for further negotiations about this issue.

F. HEALTH & WELFARE

1. Benefits

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

2. Funding

Effective on December 1, 2014, the Employer agrees to contribute on behalf of each full time employee equivalent fifteen dollars ($15.00) per calendar week. Effective on December 1, 2015, the Employer agrees to contribute on behalf of each full-time employee equivalent fifteen dollars and fifty cents ($15.50) per calendar week. Effective on December 1, 2016, the Employer agrees to contribute on behalf of each full-time employee equivalent sixteen dollars ($16.00) per calendar week.

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

The contributions made by the Commonwealth to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund.

Nothing herein contained shall be deemed to obligate the Board or the Universities to make any contribution to the Health and Welfare Fund.

3. Non-Grievability

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

4. Employer's Liability

It is expressly agreed and understood that the Board and the Universities do not accept, nor are they to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Commonwealth's liability shall be limited to the contributions required by Section 2 above.

G. ADMINISTRATORS' EXPENSES

1. Travel Expenses

a. When an administrator is authorized to use his personal automobile for travel related to his employment he shall be reimbursed at the

IRS mileage rate as such is established from time to time at the time of such travel and shall be reimbursed for the actual costs of garages, parking, tolls and all like charges subject to the guidelines of the Commonwealth or applicable trust fund guidelines.

b. Administrators shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the President, an administrator's home may be designated as his regular office for the purpose of allowed transportation expenses in cases where the administrator has no regular office or other regular work location.

2. Meal Expenses

a. An administrator who is assigned to duty that requires him to be absent from his home more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts:

MEALS	MAXIMUM ALLOWANCE	APPLICABLE PERIOD
Breakfast	$7.50	3:01 to 9:00 a.m.
Lunch	$12.50	9:01 to 3:00 p.m.
Supper	$22.00	3:01 to 9:00 p.m.

b. On the first day of assignment duty in excess of twenty four (24) hours administrators shall not be reimbursed for breakfast if such assignment commences after six A.M., for lunch if such assignment commences after twelve noon, or for supper if such assignment commences after ten P.M.

c. On the last day of assignment to duty in excess of twenty four (24) hours administrators shall not be reimbursed for breakfast if such assignment ends before noon, or for supper if such assignment ends before six P.M.

d. For travel of less than twenty four (24) hours commencing two (2) hours or more before compensated time administrators shall be entitled to the above breakfast allowance. For travel of less than twenty four (24) hours ending two (2) hours or more after compensated time administrators shall be entitled to the above supper allowance. Administrators are not entitled to the above lunch allowance for travel for less than twenty four (24) hours.

H. RETIREMENT INCENTIVE

Retirement-eligible (according to the requirements of the Commonwealth's retirement system) bargaining unit members who retire from state service between the execution date of the 2012-2013 Agreement and June 29, 2012, shall receive an incentive payment of $10,000 (ten thousand dollars). If the unit member is rehired by the BHE or in an executive branch agency (except for teaching and coaching duties) within one year of the effective date of retirement, he/she must repay the entire incentive payment. For unit members who elect to retire under this incentive, the requirement of "three months' advance written notice" of retirement under Article VII, §B(1)(f)(i)(h) to receive payment of 20% of the value of the unit member's unused accumulated sick leave at the time of retirement is waived.

ARTICLE VIII – JOB SECURITY

A. PROVISIONAL SERVICE

1. Initial Appointments

Every administrator appointed to a position in the bargaining unit shall serve on a provisional basis for one calendar year from the date on which he shall have first commenced his duties in such position; provided, however, that in the case of any administrator so appointed but whose annual term of service is less than twelve (12) months, such calendar year shall be the entire calendar year, commencing with the first date of such employment, within which such term of service falls.

2. Promotions

Whenever any person who is employed as a member of the bargaining unit at any University is promoted to another position within the bargaining unit at such University, he shall serve in such position on a provisional basis in accordance with the following requirements.

a. If at the time of such promotion he has been employed as a member of the bargaining unit at such University for fewer than two (2) consecutive years (including any period of provisional service), he shall serve on a provisional basis for one (1) calendar year.

b. If at the time of such promotion he has been employed as a member of the bargaining unit at such University for two (2) or more consecutive years (including any period of provisional service), he shall serve on a provisional basis for three (3) calendar months.

c. Notwithstanding the foregoing, if such promotion is to a position at the rank of Director he shall serve on a provisional basis for one (1) calendar year unless, at the time of such appointment, he shall have been employed as a member of the bargaining unit at such University for four (4) or more consecutive years, in which event he shall serve on a provisional basis for six (6) calendar months.

All such periods of provisional service shall be measured from the date on which the person serving in such capacity shall have commenced his duties in the position to which he has been appointed, excluding any period of acting service.

3. Termination of Provisional Employment

Any administrator serving on a provisional basis may be terminated at any time during the period of his provisional service.

a. In the case of an administrator who has served as a member of the bargaining unit at such University for less than four (4) consecutive years, the University may terminate the administrator's service in accordance with the provisions of Section B of this Article as set forth below;

b. In the case of any administrator who has served as a member of the bargaining unit at such University for four (4) or more consecutive years, the President may, in his sole discretion, terminate the provisional service and restore such administrator to the position he held prior to the commencement of his provisional service or to another position of comparable rank for which he is qualified by training and experience. In either such event, the administrator shall receive the same salary and benefits that he would have received had he remained in the position he held prior to the commencement of his provisional service; provided, however, that if such administrator is restored to a position other than that which he held prior to the commencement of his provisional service, he shall serve in such position on a provisional basis for a period of three (3) months. Nothing in this subsection (b) shall be construed so as to prevent the President from terminating the employment, pursuant to Section C of this Article as set forth below, of any administrator who has served as a member of the bargaining unit for more than four (4) consecutive years.

B. SERVICE OF ADMINISTRATORS WITH LESS THAN FOUR (4) YEARS OF SERVICE

1. Limitations

Any administrator who has been employed as a member of the bargaining unit at a University for fewer than four (4) consecutive years may be disciplined or terminated at any time and for any reason subject only to the following limitations and in all other respects at the sole discretion of the President of the University or the Board of Trustees.

a. In exercising such discretion, the President shall in every case give consideration to all evaluations made pursuant to Article IV of this Agreement and such additional evaluations as appear in the official personnel file of the unit member;

b. The President or his designee shall give notice of termination, or cause payment to be made in lieu thereof, in the manner prescribed in subsection 2 below; provided, however, that no notice shall be given in the event that the President has evidence that the administrator has been convicted of a felony, has admitted in a criminal court to facts sufficient to establish a violation of any state or federal law which is a felony, has misrepresented academic or other qualifying credentials, or has demonstrated neglect, insubordination or dereliction in the performance of assigned duties.

c. The President shall transmit to such administrator a statement of the reason or reasons for imposing discipline or termination.

d. The decision of the President shall not be arbitrary or capricious.

2. Notice

Whenever any notice of termination is required to be given to any administrator pursuant to the foregoing subsection 1, such notice shall be given in accordance with the following provisions.

a. Any administrator at a University who, on the date when any such notice is given, shall have served as a member of the bargaining unit at such University for more than one (1) year but not more than three (3) consecutive years shall receive not less than one (1) month's prior written notice of the effective date of such termination;

b. Any administrator at a University who, on the date when any such notice is given, shall have served as a member of the bargaining unit at such University for more than three (3) years but not more than four (4) consecutive years shall receive not less than three (3) months' prior written notice of the effective date of such termination;

For the purposes of the foregoing paragraphs (a) and (b), the length of any administrator's service at a University shall be deemed to include any provisional service rendered pursuant to Section A of this Article; provided, however, that such service shall be deemed to include only consecutive full-time or part-time service as a member of the bargaining unit.

Anything in the foregoing to the contrary notwithstanding, the Board of Trustees or the President, at its or his sole discretion, may pay to any administrator to whom any such notice would otherwise be required to be given an amount equal to one (1) month of such administrator's then-

current salary for each month or fraction thereof by which the notice otherwise required to be given is foreshortened, whether such notice is so foreshortened in whole or in part.

3. Grievances

No termination made pursuant to this Section B shall be subject to the provisions of Article XI of this Agreement except only procedural violations of this Section. In the case of a finding of procedural violation, the Arbitrator shall remand the matter to the Board of Trustees.

C. SERVICE OF ADMINISTRATORS WITH MORE THAN FOUR (4) YEARS OF SERVICE

In order to provide a measure of job security to administrators who have served as members of the bargaining unit at a University for four (4) or more consecutive years, the President of a University shall terminate the service of such an administrator (other than a termination pursuant to the provisions of Article IX, Reduction in Force) only in accordance with the following provisions of this Section.

1. Termination of Service

The University shall discipline or discharge an administrator who has served as a member of the bargaining unit for four (4) or more consecutive years for reasons of dishonesty, insubordination, dereliction or willful neglect of duties or conduct unbecoming an administrator of the University only with just cause. Discipline which results in suspension or termination pursuant to this subsection shall be subject to the provisions of Article XI.

2. Termination for Limited Reasons

Notwithstanding the foregoing provisions of subsection (1), the parties acknowledge that the President shall have just cause sufficient to warrant termination of any administrator who has served as a member of the bargaining unit for four (4) or more consecutive years and who has been convicted of a felony; has admitted, in a criminal court, to facts sufficient to establish a violation of any state or federal law which is a felony; or has misrepresented academic or other qualifying credentials. Any termination made for such reasons pursuant to this Article VIII, §C(2), shall not be subject to the provisions of Article XI of this Agreement and shall not be reviewable by an arbitrator.

3. Performance Improvement Procedures

In the event the President determines, due to the manner in which the administrator discharges the responsibilities of his position, as opposed to

the reasons for discipline or termination described in subsections (1) and (2) above, that the employment of an administrator who has served as a member of the bargaining unit for four (4) or more consecutive years shall be terminated, the President first shall require the administrator to complete a performance improvement period of one hundred fifty (150) days' duration. The President shall notify the administrator of those aspects of the administrator's performance that are inadequate and shall inform the administrator of the starting and ending dates of the performance improvement period. The administrator shall meet during the first week of the performance improvement period with his supervisor outside of the bargaining unit and the administrative area supervisor to discuss any performance inadequacies and an improvement plan. The plan may encompass the University's encouraging the administrator to attend workshops or conferences to review material relevant to the administrator's position as well as other opportunities to enhance the administrator's skills which the administrator may request or the University may direct. The administrator shall be evaluated by the supervisor outside of the bargaining unit with the participation of the appropriate administrative area supervisor at the approximate midpoint of the period, or on a more frequent basis as the supervisor outside of the bargaining unit shall direct. At the conclusion of the performance improvement period, and after consultation with the supervisor outside of the bargaining unit and the appropriate administrative area supervisor, the President in his sole discretion shall determine whether the administrator shall be discharged, shall be required to complete another performance improvement period or shall be regarded as having successfully completed the improvement period. The merits of the decision of the President to initiate a performance improvement period as well as the judgment of the President to discharge an administrator following a performance improvement period shall not be reviewable by an arbitrator, except only procedural violations of this subsection. In the event of a procedural violation, the arbitrator shall remand the matter to the Board of Trustees.

D. NOTICE AND SEVERANCE

In the event the President determines an administrator shall be discharged following a performance improvement period, and if the administrator elects not to file a grievance pursuant to Article XI contesting any aspect of the performance improvement period or the termination, the administrator shall be entitled to receive notice of termination in accordance with the following provisions.

a. Any administrator at a University who, on the date when any such notice is given, shall have served as a member of the bargaining unit at such University for more than four (4) years but not more than ten (10) consecutive years shall receive not less than six (6)

months' prior written notice of the effective date of such termination;

b. Any administrator at a University who, on the date when any such notice is given, shall have served as a member of the bargaining unit at such University for more than ten (10) years shall receive not less than twelve (12) months' prior written notice of the effective date of such termination;

For the purposes of the foregoing paragraphs (a) and (b), the length of any administrator's service at a University shall be deemed to include any provisional service rendered pursuant to Section A of this Article; provided, however, that such service shall be deemed to include only consecutive full-time or part-time service as a member of the bargaining unit.

Anything in the foregoing to the contrary notwithstanding, the Board of Trustees or the President, at its or his sole discretion, may pay to any administrator to whom any such notice would otherwise be required to be given an amount equal to one (1) month of such administrator's then-current salary for each month by which the notice otherwise required to be given is foreshortened, whether such notice is so foreshortened in whole or in part.

E. CESSATION OF GRANT-FUNDED POSITIONS

The parties acknowledge that certain administrative positions at the state Universities are funded by grants. Such funding is, by its very definition, unstable and unpredictable. Accordingly, the employer can offer no assurances concerning continued availability of grant funds or continued employment. An administrator whose employment is based upon a grant may request to be informed of the status of the grant once each fiscal quarter. Any provision of this Agreement to the contrary notwithstanding, any administrator whose employment is terminated by reason of the depletion, discontinuance or cessation of a grant which provided the basis for employment shall not be entitled to contest his termination pursuant to Article XI, and shall not be entitled to more than three (3) months of notice prior to his being terminated.

ARTICLE IX – REDUCTION IN FORCE

A. APPLICATION

For purposes of this Article IX the word "Board" shall mean the Board of Trustees of a University.

1. Whenever the Board shall have determined to retrench any administrator or administrators at a University it shall make its determination as to which unit member or members shall be retrenched after consideration of the needs of the University, the seniority of the unit members and thereafter the qualifications of the unit members that shall remain, based upon their training and/or experience, to discharge the duties which would remain to be performed. It is expressly agreed that the order of such lay-off so determined by it shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States. The decision of the Board shall not be arbitrary or capricious.

   Whenever it shall be necessary, pursuant to the provisions of this Article, to determine whether any administrator to be retained in any job classification at any University is, by training and experience, qualified to discharge such duties, if any, as may remain to be performed by administrators in such job classification at such University, such decision shall be made at the sole discretion of the President of such University; and whenever it shall be necessary, pursuant to the provisions of this Article, to determine whether the retrenchment of any administrator violates the laws of the Commonwealth or of the United States, such determination shall be made at the sole discretion of the Board of Trustees.

2. Nothing herein contained shall be deemed to prohibit any Board of Trustees from reducing the length of any administrator's work year from twelve (12) months to ten (10) months, and/or from reducing the number of hours regularly worked by such administrator during any one or more work weeks, as provided in Section F of this Article.

B. RETRENCHMENT PROCEDURES IN THE EVENT OF FINANCIAL EXIGENCY

The Parties recognize that should a Financial Exigency ever occur every reasonable measure should be taken, as is hereinafter provided, to curtail the operations of the affected University consistent with the preservation of the institution's goals and objectives.

1. The President shall provide notification to both the President of the Association and the Chapter President of his intent to recommend that the Board declare a financial exigency to exist prior to the submission of his recommendation to the Board.

2. The President shall recommend to the Board that the Board declare a financial exigency to exist; a copy of his recommendation shall be sent to the President of the Association and the Chapter President.

3. The President shall provide notice of the Board meeting at which his recommendations are to be considered to the President of the Association and the Chapter President.

4. The Board shall meet, and the Board may decide to declare or not to declare that a financial exigency exists.

5. The President shall provide a copy of the decision of the Board to the Chapter President within 24 hours of the meeting of the Board.

6. Within five (5) calendar days of the meeting of the Board, the President shall provide to the Chapter President a copy of the information upon which the Board determined and declared a financial exigency to exist, together with:

   a. A copy of the applicable appropriation act or acts.

   b. A copy of the official account allocations of the University which shall include a statement of non-appropriated grants and trust funds, if any, including a statement of projected revenues and expenditures of such funds for the applicable fiscal period.

   c. A copy of the AA payroll for the preceding payroll period.

   d. The current seniority roster of the members of the bargaining unit at the University.

7. Within fifteen (15) calendar days of such meeting of the Board at which such financial exigency shall have been so declared, the Chapter President may submit to the President of the University the written recommendations of the Association to curtail expenditures, other than salaries of members of the bargaining unit, which are feasible and consistent with the mission of the University as established by the Board of Trustees.

8. At the request of the President of the University, the President of the Association or the Chapter President, the parties shall meet and confer with respect to such recommendations.

9. The President may thereafter submit to the Board of Trustees such recommendations as he may deem appropriate concerning the responses to be made with respect to the financial exigency, including without limitation, but subject to the provisions of this Article, the retrenchment of any bargaining unit member or members together with a statement of the

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reasons therefor. The may also include in such recommendations measures to curtail expenditures consistent with the mission of the University as established by the Board of Trustees.

He shall include with his recommendations a copy of the recommendations, if any, submitted by the President of the Association and the Chapter President.

10. The President, or his designee, shall provide the Chapter President with prior written notice of the meeting of the Board of Trustees at which such recommendations shall be considered or acted upon by the Board.

11. In accordance with the applicable Board of Trustees procedures, the Chapter President shall, upon request, address the Board with respect to such recommendations.

In any case where any recommendation of the President has been referred to a standing or other subcommittee of the Board, the President of the Association and the Chapter President shall, upon prior written request, be provided an opportunity to meet with the Committee prior to its making any report or recommendation to the Board.

12. Thereafter the Board may take such actions, including the retrenchment of any member or members of the bargaining unit, as it may deem appropriate in response to the financial exigency. Such decision shall not be arbitrary or capricious.

13. Each administrator so retrenched shall receive written notice of the decision of the Board. He shall also be provided by the President with a written statement that his retrenchment was due solely to financial exigency and, upon request, with a letter of recommendation.

C. RETRENCHMENT PROCEDURES IN THE EVENT OF CHANGING NEEDS OF THE UNIVERSITY

If the President of the University determines that retrenchment may be required to meet the changing needs of the University the following procedures shall be utilized:

1. The President shall submit to the Association and to the Chapter President notice of his intent to recommend that the Board declare that the changing needs of the University require the retrenchment of a unit member or members. The President shall also submit with such notice a preliminary copy of the recommendations he intends to submit to the Board together with a statement of the reasons therefor, and a summary of the information relied upon. The President shall also include with such preliminary recommendation a summary statement of the basis upon which the preliminary retrenchment recommendation was determined and the

application of seniority and the feasibility of the alternative of reassignment, if any.

2. Within seven (7) days the President or his designee and the Chapter President and/or the Association President shall meet and confer with respect to such preliminary recommendations.

3. Within seven (7) days of such meeting, the Chapter President or the President of the Association may submit written recommendations to the President with respect to such preliminary recommendations.

4. The President may thereafter submit such recommendations to the Board as he shall determine together with a copy of the recommendations, if any, submitted by the Chapter President or the President of the Association.

5. Thereafter the President shall provide to the Chapter President a copy of the notice of the Board meeting at which the recommendations of the President are to be considered by the Board.

6. In accordance with the applicable procedures of the Board of Trustees, the Chapter President shall, upon prior written request, be granted an opportunity to address the Board with respect to such recommendations. In any case where the recommendations of the President have been referred to a standing committee or a subcommittee of the Board, the Chapter President shall, upon prior written request, be provided an opportunity to meet with the committee prior to its making any report or recommendation to the Board.

7. Thereafter the Board may take such action, including the retrenchment of any member or members of the bargaining unit, as it may deem appropriate, in response to the changing needs of the University as defined in this Article. Such decision shall not be arbitrary or capricious.

D. NOTICE

With regard to retrenchment pursuant to Sections B or C above, bargaining unit members to be retrenched shall be informed as soon as possible.

1. Notice in the Case of Financial Exigency

a. When circumstances permit, the Board shall provide a minimum of twenty-six (26) weeks notice to full-time bargaining unit members with fifteen (15) or more years or service; sixteen (16) weeks notice to full-time bargaining unit members with less than fifteen (15) but more than seven (7) years of service; fourteen (14) weeks notice to full-time bargaining unit members with less than seven (7) but more than six (6) years of service; twelve (12) weeks notice

to full-time bargaining unit members with less than six (6) but more than (5) years or service; ten (10) weeks notice to full-time bargaining unit members with less than five (5) but more than four (4) years of service; eight (8) weeks notice to full-time bargaining unit members with less than four (4) but more than three (3) years of service; six (6) weeks notice to full-time bargaining unit members with less than three (3) but more than two (2) years service; and four (4) weeks notice to full-time bargaining unit members with less than two (2) but more than (1) year or service. Such notice shall be provided in writing.

b. Notwithstanding (a) above, notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment.

c. Upon request of the unit member who has been so retrenched, the President of the University shall provide him with a letter of recommendation which shall also state that the unit member was retrenched due solely to financial exigency and for no other reasons.

d. Except in the case of a reduction from twelve (12) to ten (10) month status, once notice of retrenchment for financial exigency has been given, the Board may abbreviate said notice period by making a lump sum payment equivalent to sixty (60) percent of the bargaining unit member's weekly salary for each week said notice period is shortened.

2. Notice in the Case of Changing Needs of the University; Retrenchment of a Unit Member

a. When circumstances permit, the Board shall provide a minimum of fifty-two (52) weeks notice to full-time bargaining unit members with seven (7) or more years of service and twenty-six (26) weeks notice to full-time bargaining unit members with less than seven (7) years but more than one (1) year of service. Such notice shall be provided in writing.

b. Notwithstanding (a) above, notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment.

c. Upon request of the unit member who has been so retrenched, the President of the University shall provide him with a letter of recommendation which shall also state that the unit member was retrenched due solely to changing needs of the University, and for no other reason.

d. The Board may abbreviate said notice periods by making a lump sum payment equivalent to sixty (60) percent of the bargaining unit member's weekly salary for each week said notice period is shortened.

E. BENEFITS

1. Retraining

The provisions of this subsection (1) shall apply only in the case where an administrator has been retrenched for reasons of financial exigency or changing needs of the University, but not in the case where the work year has been reduced from twelve (12) to ten (10) months.

In the case of an administrator who has been so retrenched and who has been continuously employed as such for not fewer than ten (10) consecutive years, the Board of Trustees shall pay tuition for study undertaken for the purposes of retraining, or for an alternative career development program, for a period not to exceed two (2) years; and, in the case of such administrator who has been employed as a bargaining unit member for five (5) or more, but fewer than ten (10), consecutive years, the Board shall pay tuition for study undertaken for the purposes of retraining, or for an alternative career development program, for a period not to exceed one (1) year; provided, however, that such course of study or alternative career development program shall first be approved by the President of the University; and provided further that such course of study, or alternative career development program, shall be undertaken at a public institution of higher learning in the Commonwealth, or, if undertaken pursuant to the rules and regulations of the New England Regional Student Program, at a public institution of higher learning in New England. The period for retraining described above shall commence within one year after the date the unit member is separated.

As a condition precedent to any Board's paying any such tuition, every such administrator in respect of whom such tuition shall be otherwise agreed to be paid shall enter into a written agreement with such Board that, upon the completion of any such approved course of study, or alternative career development program, he shall accept, at the sole option of the Board, such appointment to an administrative position, whether within or without the bargaining unit, as, at the completion of such approved course of study, or alternative career development program, the Board may deem appropriate, and shall discharge the duties of such position for a period of not less than the period for which the Board shall have paid such tuition; and such administrator shall further agree that in default of accepting such position, he shall refund to the Commonwealth, unless excused therefrom by the Board of Trustees for reasons satisfactory to it, an amount equal to the amount that shall have been paid for such tuition; provided, however,

that in no event shall any such administrator be required to refund such amount if the Board shall not, at its sole option, have offered such administrator any such appointment to an administrative position with six (6) months after the completion of such approved course of study or alternative career development program.

Any such administrator so reappointed shall retain all accumulated such leave pursuant to the terms of this Agreement, to which he was entitled at the date of his retrenchment.

Any such administrator so reappointed shall, for the purposes of determining his seniority, be deemed to have been employed at the University during any period in which he was engaged in an approved course of study, the tuition for which was paid by the Board pursuant to the provisions of this Article.

2. Recall

Whenever during the term of this Agreement the Board of Trustees or the President as its designee shall have determined to fill, in whole or in part, any position within the bargaining unit from which a member thereof shall, pursuant to the provisions of this Article, have earlier been retrenched, the Board or its designee shall recall the most senior administrator from among those administrators who were retrenched from such position; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each administrator is, by retraining and experience, qualified to assume the duties to be performed in such position.

3. Re-employment List

The name of each administrator retrenched pursuant to the provisions of this Article shall be entered on a re-employment list at the University from which he was retrenched and shall remain on such list for the balance of the term of this Agreement, for the length of his service as a member of the bargaining unit at such University, or for two years, whichever is least. A copy of such re-employment list shall be sent to the Chairman of the Council of Presidents.

Whenever the President of any University shall have determined to fill a vacant position and to give notice thereof solely pursuant to Section A(1) of Article VI of this Agreement, he shall cause notice of such vacancy to be given to any person who shall have earlier been retrenched from such University and whose name is then on the above-described re-employment list.

Whenever the President of any University shall have determined to fill a vacant position and to give notice thereof pursuant to Section A(2) of Article VI of this Agreement, he shall cause notice of such vacancy to be given to the Chairman of the Council of Presidents, who shall in turn cause notice of such vacancy to be given to any person whose name then appears on any re-employment list that has been transmitted to him in the manner described above.

Any member of the bargaining unit whose name appears on any re-employment list and who makes timely application for any vacant position of which he has been given notice shall be interviewed for such position if he is qualified therefor by training and/or experience. Every such interview shall take place prior to the filling of such position.

In the event that any administrator, during the period in which his name remains entered on the re-employment list, shall have been appointed to any position within the bargaining unit of any State University, such administrator shall retain all accumulated sick leave, all vacation credit not earlier taken and other leaves to which he shall have been entitled at the date of his retrenchment, pursuant to the terms of this Agreement. Such administrator shall also be entitled to repurchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and the regulations made thereunder.

4. Reassignments

Whenever it shall have been determined to be necessary to retrench any administrator, such administrator may, subject as is hereinafter provided, be reassigned to another position with the bargaining unit at the University at a compensation level appropriate to the position and the administrator's background; provided, however, that no such reassignment shall be made unless the Board of Trustees or the President as its designee shall have determined that such administrator is, by training, experience and performance, qualified for any such reassignment; and provided further that no such reassignment shall be made without the assent of such administrator.

F. REDUCTION IN WORK YEAR

Notwithstanding any other term of this Agreement, the work year of a twelve (12) month administrator may be changed to a ten (10) month work year, and/or the number of hours regularly worked by such administrator during one or more work weeks may be reduced, and the salary and other benefits of such administrator shall be adjusted accordingly pursuant to the terms of this Agreement; provided, however, that the President of the University shall have given to such Administrator written notice of such change in the work year and of the effective date thereof; and provided further that the President shall take such action only in the case of financial exigency or in the case of

changing needs of the University. Such a reduction in force shall not be effectuated, as hereinafter provided, until the procedures set forth in Section B of this Article have been complied with in the case of financial exigency, or, in the case of the changing needs of the University, the procedures set forth in Section C have been followed.

Whenever the President of the University or his designee shall have determined that such a reduction is required, a notice thereof shall be given to each administrator assigned to the affected administrative area and volunteers shall be solicited.

If within fifteen (15) days of such notice no volunteers have agreed to such reduction, the President may make such reductions in accordance with this Section as he shall determine.

Members of the bargaining unit who have completed one (1) but not seven (7) years of service shall receive four (4) months' notice prior to such reduction. Members of the bargaining unit who have completed seven (7) or more years of service shall receive eight (8) months' notice prior to such reduction.

G. DEFINITIONS

Abolition of a position - For the purposes of this Article, the term "abolition of a position" shall mean an action whereby the Board of Trustees votes to abolish an existing title code and job description as of a date certain. The Board reserves the right at a future date to create a new title code and job description and to fill the same in order to achieve the goals and objectives of the University.

Financial Exigency - For the purposes of this Article, a "financial exigency" shall be deemed to exist at a University whenever in any fiscal year the Board shall have determined that the moneys allocated or otherwise made available from or by way of legislative appropriation, grants or trust fund revenues for any or all of the operations of such University shall be insufficient for the continuation of any or all such operations during such fiscal year.

Nothing in this definition shall be deemed to permit the retrenchment of any member of the bargaining unit until the provisions of Section B of this Article shall have first been complied with, nor shall the existence of a financial exigency as herein defined be deemed to require the Board of Trustees of any University to initiate procedures for the retrenchment of members of the bargaining unit.

Job Classification - As used in this Article, the phrase "job classification" shall mean the specific or particular job classification or title used to denote the actual job function of a position within the bargaining unit.

Retrenchment - The term "retrenchment" as used in this Article shall mean the laying off of any member of the bargaining unit pursuant to the provisions of this Article and shall not mean termination.

Retrenchment to Meet the Changing Needs of the University - For the purposes of this Article, "retrenchment to meet the changing needs of the University" shall be deemed to be a circumstance (a) in which a particular position is to be abolished because a function is to be substantially and/or completely altered, or (b) the resource allocation of the University requires change in order to meet the goals and objectives of the University.

Seniority - For the purposes of this Article, seniority shall be determined by the length of each administrator's service as an administrator at the University at which he is employed when such determination is made, and shall not be determined solely by the length of such administrator's service as an administrator in any job title or job classification.

H. CONTRACTING OUT

Except in the case of a financial exigency no administrator may be retrenched for the sole purpose of permitting Management to contract out the duties and responsibilities of such administrator.

ARTICLE X – ACCESS TO OFFICIAL PERSONNEL FILES

The Administration of the University shall maintain an Official Personnel File for each administrator. Such file shall contain a continuous record of the administrator's status as an employee of the University and shall contain copies of Official Personnel Correspondence and Transactions with the administrator. Each Annual Evaluation made after the effective date of this Agreement and all evaluations of the administrator's performance made prior to the effective date of this Agreement and all recommendations for personnel action shall be maintained in the Official Personnel File. In addition, there shall be included any other material relevant to the administrator's professional activities. Except as is hereinafter provided, no other materials shall be included therein.

1. All such materials placed in the Official Personnel File of an administrator shall be dated when received and numbered sequentially.

2. The Administrator shall have the right to examine his Official Personnel File.

3. The Administrator shall have the right to place in his Official Personnel File a written statement made in response to materials contained in his Official Personnel File to which it is responsive.

4. Once annually, upon written request of the individual administrator, the University administration shall reproduce one (1) copy of such materials.

5. The Official Personnel File shall be available for inspection by the Administrative Area Supervisor, the University Human Resources Officer, the University Contract Administrator, the Director, Human Resources, the Chief Administrative Officer, the President of the University, and the Board of Trustees or President as its designee, and, when so authorized in writing by the administrator, by a representative of the Association. Except as is provided herein or by the laws of the Commonwealth or of the United States, such files shall be maintained by the University as being confidential in nature and no access shall be had thereto save in conformity with this provision.

6. An inspection sheet shall be maintained for each administrator's Official Personnel File. Whenever any of the foregoing individuals or the Board of Trustees inspects the Official Personnel File of an administrator, the name of such individual or Board of Trustees and the date and time of inspection shall be annotated on the inspection sheet.

7. A copy of any material which may impact upon the administrator's employment will be sent to the administrator within five (5) days after it is placed in the Official Personnel File.

ARTICLE XI – GRIEVANCE PROCEDURE

A. INTRODUCTION

The Board and the Association recognize that Chapter 150E, Section 8 of the Massachusetts General Laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Board. Therefore, the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the interpretation of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

B. DEFINITIONS

1. Complaint - a complaint is a written statement, which shall be expressly denominated "Complaint", setting forth a grievance as hereinafter defined. A complaint shall aver all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

2. Grievant - grievant shall mean the Association or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

3. Grievance - a grievance is an allegation by the Association or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, him or them, respectively. The Association may seek resolution of a grievance only if initiation of the procedure for such resolution has been duly authorized by the Association and so certified by its President or his designee.

4. Day - for the purposes of this Article, day shall mean a working day.

5. Board - Except as otherwise specifically identified for the purpose of this Article, "Board" shall mean the Board of Higher Education.

6. Grievance Record - as used in this Article, the grievance record shall consist of the complaint, any documentary or written evidence filed by either party pursuant to step 2 or step 3, all notices submitted by the Association to process the grievance to a higher step, and all written

determinations or decisions rendered pursuant to the steps of the procedure herein.

C. PROCEDURES FOR FILING A GRIEVANCE

The Association or any member or members of the bargaining unit having a grievance, as defined above, shall seek its resolution only in accordance with the grievance procedures set forth in this Article.

1. Inspection of Record

At any reasonable time during any step of these procedures the grievant shall be permitted to inspect all or any part of the grievance record, and, where appropriate, shall be permitted to make copies of all or any parts of such record. The grievance record shall be maintained by the University Contract Administrator.

2. Introduction of Evidence

Evidence may be introduced into the grievance record only in compliance with the following provisions:

a. Within the time limits hereinafter prescribed for the initiation of Step 2 of these procedures, the grievant shall introduce all evidence in his possession and on which he relies or intends to rely as supporting his claim for relief;

b. Notwithstanding the foregoing, the grievant may introduce additional evidence for the sole purpose of rebutting any finding of fact or any determination as set forth in any decision rendered pursuant to the provisions of this Article; provided, however, that such additional evidence, if any, shall be introduced within the time period allowed for the initiation of the Step next following such decision;

c. The President shall introduce at Step 2 all evidence in his possession and on which he relies in making any finding of fact and any determination as set forth in the decision rendered by him pursuant to the provisions of this Article; provided, however, that nothing herein contained shall be deemed to require the President to introduce any evidence otherwise introduced by the grievant pursuant to the foregoing provisions;

d. Notwithstanding the foregoing, the grievant, the President or any of his agents, or the Chairperson of the Council of President may introduce evidence material and relevant to the grievance, the existence of which evidence he or they did not and should not have

known at the times otherwise provided herein for the introduction of evidence.

All evidence introduced pursuant to the foregoing provisions shall form a part of the grievance record.

3. Request for Evidence

Whenever the grievant wishes to introduce evidence pursuant to the provisions of this Article, and such evidence is or may be in the possession of the Administration, the grievant may, within the time period allowed for the initiation of the Step at which such evidence is permitted to be introduced, file with the President or his designee a written request for such evidence. Whenever such request shall have been so filed, the President shall, within seven (7) days after the filing of such request, convey to the grievant any and all such evidence possessed by him so requested; provided, however, that notwithstanding the foregoing, the President may refuse to convey any such evidence not deemed by him material and relevant to the grievance set forth in the said complaint; and provided, further that whenever the President shall have refused to convey any such evidence, such refusal and the reasons therefore shall be communicated in writing to the grievant and shall thereafter form a part of the grievance record. Such request when so filed and such evidence when so conveyed shall form a part of the grievance record.

4. Notice to Association

Whenever any grievant shall have initiated the grievance procedures of this Article, or shall have proceeded to Step 2, notice thereof shall be given to the President of the Association and the Chapter President by the person charged at such Step with resolution of the grievance.

5. Determination to be Made Pursuant to Resolution of Grievance

At Step 2 of these procedures, the President or his designee shall, within the time limits prescribed, determine:

a. Whether the grievant has complied with the procedures for seeking resolution of a grievance as set forth in this Article;

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

c. Whether an express provision of this Agreement has been breached in its application to the grievant as claimed.

STEP 1: THE UNIVERSITY HUMAN RESOURCES OFFICER OR CONTRACT ADMINISTRATOR (INFORMAL)

Save as is provided in Section J, a grievant shall initiate the grievance procedures of this Article by filing with the University Human Resources Officer or his designee, during the term of this Agreement or an extension thereof, a written notice that a grievance exists. The notice need not be in the form of a complaint, but need only briefly describe the subject of the grievance. No such notice may be filed more than ten (10) days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should have had knowledge of the event upon which the grievance is based. The filing date required hereunder shall be deemed to have been complied with by a postmark dated within the specified time limit. Within five (5) days after the receipt of such notice, the University Human Resources Officer or his designee shall meet with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the University Human Resources Officer of his designee shall have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to Step 2; provided, however, that nothing herein contained shall be deemed to permit the making of any such election in respect of any claim to which this Article XI, by the provisions of its Section L or otherwise, is of no application.

STEP 2: THE PRESIDENT (FORMAL)

If the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the period provided under Step 1 for informal resolution of the grievance, he shall file with the President or his designee:

a. a complaint; and

b. all documents and evidence in his possession and upon which he relies or intends to rely as supporting his claim for relief.

All such documents and evidence so filed shall form a part of the grievance record.

The President or his designee shall transmit a copy of the complaint to the Commissioner of the Board and, unless the Association or the Chapter President, personally, is the grievant, to the Chapter President.

The President or his designee shall meet with the grievant to discuss the grievance within fourteen (14) days after the filing of the complaint. The President shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Step of the grievance procedure; provided, however, that nothing herein contained shall be deemed to confer on the President jurisdiction to

consider or remedy any claim that may not be processed as a grievance pursuant to this Article XI.

Within thirty (30) days after the filing of the complaint, the President or his designee shall make such determination as is prescribed in Section C (5) of this Article. The President or his designee shall render a written decision and shall set forth therein his determinations and the reasons therefore and his findings of fact, and he shall provide a copy of his decision to the grievant, the Chapter President, and the Commissioner of the Board. Such decision shall thereafter form a part of the grievance record.

If the President or his designee shall have determined that an express provision of this Agreement has been breached in its application to the grievant as claimed, he may, consistent with the terms of this Agreement, provide any appropriate remedy for such breach. Whenever the President or his designee shall have provided any remedy by him deemed appropriate, such remedy shall be set forth by him in writing in his decision. Such determination when so set forth in writing shall thereafter form a part of the grievance record.

If the President or his designee shall have determined that the complaint sets forth a claim which may not be processed as a grievance pursuant to this Article XI he shall set forth such determination in writing, and the same shall thereafter form a part of the grievance record. Save as is hereinafter provided, such determination shall be final and binding and shall not be subject to review.

If the grievance shall not have been resolved to the satisfaction of the grievant, then, subject to the provisions of this article, he may elect to proceed to Step 3; provided, however, that nothing herein contained shall be deemed to permit the making of any such election in respect of any claim to which this Article XI, by the provisions of its Section N or otherwise, is of no application.

STEP 3: ARBITRATION

Within fourteen (14) days after receipt of the decision rendered at Step 2 or, if no decision has been rendered at Step 2 within the time specified, then within fourteen (14) days thereafter, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance the resolution of which has theretofore been sought by a member or members of the bargaining unit, then such member or members

shall be bound in all respects by the decision of the arbitrator to the same extent as the Board and the Association;

2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through the initial two (2) prior Steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Association and so certified by its President;

3. The Association shall initiate arbitration by giving written notice to the President within the said fourteen (14) days that it intends to submit a grievance to arbitration. A copy of such notice shall be provided to the Commissioner of the Board; provided, however, that nothing herein contained shall be deemed to confer on the Arbitrator jurisdiction to consider or remedy any claim over which, by the terms of any provisions of this Agreement, including Section N of this Article XI, he has no jurisdiction.

Within ten (10) days of the President's receipt of such notice from the Association, the parties shall promptly select an arbitrator as follows:

In the first instance of the initiation of arbitration by the Association, the parties shall select as arbitrator the individual whose name first appears on the list of arbitrators incorporated herein as Appendix H of this Agreement. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve as arbitrator, then the parties shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected to serve in accordance with these procedures.

Upon acceptance by the selected individual of the position of arbitrator, the Board, acting through the Council of Presidents, shall promptly file with the arbitrator:

1. A copy of this Agreement;

2. A copy of the written notice, sent to the President, of the Association's intention to initiate arbitration; and

3. A complete copy of the grievance record.

Upon receipt from the Board and the Association of all materials required to be filed with the arbitrator, and after thirty (30) days but not later than forty-five (45) days from the receipt of the notice by the President of the submission of the grievance to arbitration, the arbitrator, if possible, shall

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promptly convene a hearing on the issues presented by the complaint, giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any, unless the grievance shall have otherwise been disposed of. The arbitrator shall then give at least ten (10) days' notice to the parties of the scheduled hearing date and, during a period that shall end not later than seven (7) days prior to such hearing, shall permit the grievant to submit new evidence for the sole purpose of rebutting any finding or determination rendered at the prior Step. Such evidence when so submitted shall thereafter form a part of the grievance record.

Anything in the foregoing to the contrary notwithstanding, the parties shall have the right, upon mutually agreeing so to do, to waive the conduct of a hearing and to submit to the arbitrator, in lieu of such hearing, written briefs setting forth the issues raised by the grievance that is the subject matter of such arbitration and their arguments in respect thereof; provided, however, that nothing herein contained shall be deemed to deprive the parties of any right they may have, pursuant to the rules of the American Arbitration Association, to submit briefs or any other written arguments pursuant to any hearing that may be required to be held pursuant to those rules.

The Association and the Board shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator shall be governed by the rules of the American Arbitration Association; provided, however, that the jurisdiction of the arbitrator to inquire into any issue presented by the complaint and his authority to render an award shall be governed solely by the provisions of this Article.

D. JURISDICTION OF THE ARBITRATOR

1. Whenever any grievance set forth in the complaint has not been entertained by the President in whole or in part on the ground that said grievance or part thereof was not within his jurisdiction as prescribed in Step 2, then the arbitrator shall have no authority or jurisdiction to arbitrate said grievance or part thereof but shall be conclusively bound by the determination of the President concerning the question whether the claim that is the subject of the grievance may be processed as a grievance pursuant to this Article XI; provided, however, that nothing contained herein shall be deemed to abridge the power of the arbitrator to determine whether the President's determination in that regard shall have been arbitrary or capricious. Whenever the arbitrator shall have determined that such determination was arbitrary or capricious, the arbitrator shall remand such grievance or part thereof to the President, and he shall, within fourteen (14) days of the date of such remand, make such new determination as he shall deem proper concerning the question whether the

claim that is the subject of the grievance may be processed as a grievance pursuant to this Article XI.

Whenever the President shall have newly determined that such grievance or part thereof is subject to the provisions of this Article XI, he shall do so pursuant to the provisions of Step 2 and subject to the time limits therein prescribed. Whenever the President shall have newly determined that such grievance or part thereof is not so grievable, his decision in that regard shall be final and binding and shall not be the subject of any further proceedings pursuant to this Article XI; except that in the case of a matter which may, by the terms of this Agreement be grievable only through Step 2, the decision of the arbitrator shall be final and binding concerning the question of the jurisdiction of the President.

2. Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate:

   a. Such portion of any grievance as is removed from the jurisdiction of the President by the terms of any provision of this Agreement, including those contained in Section L of this Article XI;

   b. Such portion of any grievance as is removed from the jurisdiction of the arbitrator by the terms of any provision of this Agreement, including those contained in Section L of this Article XI; and

   c. Any contractual violation that is not specifically stated in the complaint, unless the parties shall agree to submit such violation to the jurisdiction of the arbitrator prior to the conclusion of the arbitration proceedings.

E. DECISION OF THE ARBITRATOR

Within thirty (30) days after the conclusions of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearing, the arbitrator shall determine:

1. Whether the Association and, where a member or members of the bargaining unit sought resolution of the grievance through the first two (2) Steps of this Article, such member or members, have complied with the procedure for initiating and pursuing a grievance as set forth in this Article;

2. Whether the complaint alleges a breach of an express term of the Agreement;

3. Whether the arbitrator has jurisdiction to arbitrate; and

4. Whether an express provision of this Agreement has been violated in its application to the grievant.

The arbitrator shall render his decision in writing, shall state the reasons therefore, and shall promptly provide copies of his decision to the parties to the arbitration proceeding.

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

F. AWARD OF THE ARBITRATOR

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual monetary damages directly attributable to such breach, and shall in no event make any award of penal damages; and provided further that the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination or renewal of contract to, or that otherwise alters the employment status of, any member of the bargaining unit, except as provided in Section C(1) of Article VIII.

G. COSTS OF ARBITRATION

In all arbitration proceedings, the arbitrator's fees and expenses shall normally be paid fifty percent (50%) by the Association and fifty percent (50%) by the University or Universities; provided, however, that whenever the arbitrator shall have found as a matter of fact on the basis of clear and credible evidence that either party has acted in bad faith during any of the proceedings contained in this Article XI, the arbitrator may determine that the fees and expenses of the arbitrator in such case shall be paid entirely by one or the other party. All payments to the arbitrator shall be made within thirty (30) days of the rendering of his statement of fees and expenses. In all other respects the parties shall bear their own costs of arbitration.

H. ASSOCIATION REPRESENTATIVE

Any member or members of the bargaining unit may initiate and pursue a grievance through the first two (2) Steps of the grievance procedure without intervention of the exclusive representative of the employee organization representing him, provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member or members of the bargaining unit may request that the Association represent him at any Step of the grievance procedure. The Association shall notify in writing the University Personnel Officer, the President of the University and the

Chairman of the Council of Presidents, as the case may be, of the name and address of such Association representative at the time he is so authorized to represent the grievant.

I. WAIVER, ADMISSION, TERMINATION AND GROUNDS OF APPEAL

1. Waiver - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such a failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission - The resolution of a grievance by the University Personnel Officer, the President of the University, the Council of Presidents, or any of their designees, as the case may be, shall not be deemed to be an admission by any Board of Trustees or the Board that the grievance, has, for any other purpose or proceeding, standing as a grievance, or be an admission by any Board of Trustees or by the Board of any violation or breach of the terms of this Agreement, or be an admission by any Board of Trustees or by the Board that such grievance is cognizable or justifiable according to any applicable provisions of this Agreement or of the laws of the Commonwealth.

3. Termination - If any member or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial or like proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of Section C of this Article, such Section C proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

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

J. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member or in any file or record utilized in the taking of any personnel action in respect to such member; nor shall such fact be used in the making of any recommendation

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

K. RELEASE TIME FOR MEMBERS OF THE BARGAINING UNIT

It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any Association representative and of any material witnesses who are members of the bargaining unit so require, such participants shall be given so much release time from the scheduled work assignments as the President shall determine is necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance. The parties understand that meetings held pursuant to the provisions of this Article will ordinarily be scheduled to avoid conflict with the regularly scheduled work of members of the bargaining unit.

L. CONSOLIDATED GRIEVANCES

Anything in the foregoing provisions to the contrary notwithstanding, the Association, acting through its President, may, within the ten (10) day period during which a grievance may otherwise be filed, file such grievance with the Chairman of the Council of Presidents in the form of a complaint, specifying therein the reasons why the grievance should be treated as a consolidated grievance. The Chairman shall, with ten (10) days, determine in his sole discretion whether to treat the grievance as a consolidated grievance. If the Chairman accepts the complaint as a consolidated grievance, the procedures and time limits of Step 2 shall thereupon apply, provided only that the response rendered at such Step shall be rendered by the Chairman in his capacity as such rather than by the President of a State University. If the Chairman declines to accept the grievance as a consolidated grievance, the Association or any unit member or members may, within ten (10) days following the date of the Chairman's decision, file the grievance at Step 1 at the University at which such grievance is alleged to have occurred.

M. GRIEVANCES FILED PRIOR TO THE DATE OF EXECUTION OF THIS AGREEMENT

Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided, however, that at the request of either party the Management-Association Committee on Employee Relations may review any such grievance as it may determine, subject to the terms of Article II of this Agreement.

N. APPLICATION

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

Save as is otherwise expressly provided in this Agreement, no claim, however set forth, whether in the form of a complaint or otherwise, alleging a breach, or arising out of an alleged breach, of any of the following provisions shall be the subject of any proceeding, adjudication, determination or remedy pursuant to any provisions of this Article XI;

1. Article II, Section A, as is therein provided;

2. Article III, Section A, as is therein provided;

3. Article IV, Section I, and Article V, Section C, as is therein provided;

4. Article VI, Section A, as is therein provided;

5. Article VI, Section B (2); provided only that a claim alleging a violation of any procedural requirement contained in Article VI, Section B(2), may be the subject of a grievance in accordance with any and all of the applicable provisions of this Article XI.

6. Article VIII, except as specifically stated therein;

7. Article IX; provided, however, that a claim alleging a violation of any procedural requirement contained in Article IX may be the subject of a grievance in accordance with any and all of the applicable provisions of this Article XI;

8. Article XII, except as is therein provided;

ARTICLE XII – SAFETY PROCEDURES

The boards shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. Each University may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder. Prior to the promulgation of any such rules or regulations by the University, the President of the University, or his designee shall first consult with the Chapter President regarding such rules and regulations and their enforcement; provided, however, that such consultation shall not be required in respect of any such rules and regulations in force at any University on the date of execution of this Agreement.

Whenever the boards shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy condition that it determines actually to exist.

Notwithstanding the foregoing, at the Massachusetts Maritime Academy, in the case of unit members serving on the training ship while in cruise status or in shipyard status, the parties recognize and agree that the applicable Maritime law and practices thereunder shall govern safety practices and procedures.

At the request of the local Chapter President, the Board shall provide annual asbestos tests, at no cost to any member of the bargaining unit, to those members of the bargaining unit who, while in the employ of the Board, have worked in buildings or other facilities where asbestos is or has been present. Members of the bargaining unit shall be provided information concerning test results promptly upon receipt of the information by the University.

Grievances involving the interpretation or application of the provisions of this Section may be processed through Step 2 of the Grievance Procedures set forth in Article XI of this Agreement but shall not be processed to Step 3 thereof.

Grievances not resolved at Step 2 may be submitted by the Association for consideration by the Management-Association Committee established pursuant to Article II of this Agreement.

ARTICLE XIII – PROGRAM OF PROFESSIONAL DEVELOPMENT

A. PURPOSE

An individual program of professional development shall include any activity engaged in by a bargaining unit member that is designed to improve or advance the unit member's administrative skills or knowledge, is of benefit to the University and has been approved in accordance with the provisions of this Article.

The Presidents will reimburse administrators for the amounts expended for licenses and certifications required for their positions. The Board shall provide an annual pool equal to .25% of the state appropriation for the APA payroll to fund the annual fifty cent ($0.50) increase in health and welfare contributions. All remaining money in this pool shall be used to fund individual programs of professional development for APA bargaining unit members. The money from the pool shall be distributed in accordance with the following section B, which will be included as a section in the Agreement.

B. INDIVIDUAL PROGRAMS OF PROFESSIONAL DEVELOPMENT

Within thirty (30) days of the date of execution of this Agreement, there shall be established at each University a Committee on Professional Development, which shall be composed of three (3) unit members elected by the unit members at each University and two (2) persons appointed by the President of the University.

Program Categories

The committee shall receive and review requests for individual programs of professional development which shall be proposed within the following categories (not in order or priority):

Tuition, including fees, for advanced study,

- Participation in or contributions to conferences, seminars, and workshops,
- Creative activities including research and publication,
- Equipment and materials purchased for use in connection with an approved application, which shall be and remain the property of the University.

1. The Committee shall:

Annually meet and confer with the President of the University to discuss the implementation of the purposes, program categories and procedures set forth in this Article;

Receive and review requests for programs of professional development that may be submitted pursuant to the provisions of this Article, and make written recommendations to the President of the University, not later than the dates set forth in this Section B of this Article, regarding each proposal submitted pursuant to this Article;

Modify any proposal, if appropriate, after consultation with the unit member and prior to submission of such proposal to the President;

Make recommendations regarding the allocation of monies which shall be available for the implementation of programs of professional development to be undertaken pursuant to the provisions of this Article;

In the event that retrenchment has or is expected to affect any unit member, submit recommendations to the President as to how such funds may be utilized in the retraining of such unit member;

Following submission of its written recommendations to the President, meet and confer with the President to discuss its recommendations;

On or before May 30 of each year submit to the President of the University and to the Chapter President an annual written report summarizing all applications received, all recommendations made by the committee and all programs of professional development approved by the President of the University during the preceding year.

2. The President of the University shall:

   a. Within fifteen (15) days of the receipt of the recommendations of the Committee on Professional Development, award such professional development funds as he shall determine in accordance with the provisions of this Article;

   b. Notify the applicants of the approval or disapproval of their program of professional development as proposed, or as modified by him, and whether such action is in conformance with the recommendations of the Committee by a letter which shall be signed by the President and the members of the Committee; and

   c. Notify the Chapter President of the programs and funds which have been approved.

3. Whenever there are any such funds remaining, the Committee may similarly continue to receive applications and submit recommendations to the President, and the President may similarly make such awards in accordance with the above procedures.

ARTICLE XIV – NO STRIKE OR LOCK OUT PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services by any member or members of the bargaining unit.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or in equity provided by the Laws of the Commonwealth.

ARTICLE XV – STATUTORY RESPONSIBILITIES OF THE BOARDS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board or the several Boards of Trustees as may be provided by an applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of any of said boards under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

ARTICLE XVI – DURATION AND EXTENT

A. DURATION

This contract shall be in full force and effect from and after January 1, 2014; provided, however, that no provision of this Agreement shall have effect sooner than the date first inscribed above unless express provision is made therefore; and provided, further, that nothing herein contained shall be deemed to impose on the Board any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to Massachusetts General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General laws, and until such time as moneys so appropriated in the amounts requested by the Board pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the University; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated, the Board shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall, at the sole discretion of the Board, have been so allocated, such obligation shall be discharged in such measure as such moneys so allocated permit.

Except as is hereinbefore provided, this Agreement shall expire at midnight of December 31, 2016. The parties hereby agree to commence negotiations for a successor agreement not later than June 1, 2016.

B. EXTENT

The Board and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement; nor shall any duty or responsibility not required or permitted as of the date of execution of this Agreement be added to the workload or be assigned to any unit member without prior consultation with the local Chapter President and negotiation with the Association, if so requested by the President of the Association.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof regarding the impact on the terms and conditions of service of any member or members of the bargaining unit caused by any

decision of the Board or its successor in interest or by the enactment of law to close any University or to merge any University with any other educational institution.

The Parties expressly agree that the provisions of this Section B are not intended, nor are they to be deemed, to vest in the Association any right to initiate negotiations concerning any matter, except as hereinbefore provided; nor are they to be construed to be a maintenance of standards clause grandfathering all past practices.

C. COST ITEMS AND APPROPRIATION

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, in which case the items shall be effective on the dates provided in this Agreement.

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

3. The Board 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.

ARTICLE XVII – AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or, by payroll deduction, shall have paid to the said Association an agency service fee that shall be one hundred percentum (100%) of the then current rate of dues payable by a member of the said Association; provided, however, that no such payment or deduction shall include any amount that represents a cost not related to collective bargaining and contract administration, all as is required by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the Massachusetts General Laws as such Rules and Regulations have been promulgated, and as they may be amended from time to time, by the Labor Relations Commission. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization as set forth in Appendix G of this Agreement; provided, however that such authorization shall be deemed to have effect only with respect to such sum as herein provided.

Any other provisions of this Agreement to the contrary notwithstanding every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him in accordance with the provisions of this Article XVII; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such unit member within fourteen (14) days after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designee shall grant such unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Upon request of the Board the Association President shall certify in writing that the said Association has complied with the applicable rules and regulations promulgated by the Massachusetts Labor Relations Commission for the payment of an agency service fee.

Whenever such unit member shall not have fulfilled the condition within the prescribed time periods provided above, the Board or its designee shall act to dismiss him following the expiration of the time period provided above, provided, however, that the Board or its designee need not so act if such unit member fulfills the said condition prior to the date of such meeting.

Copies of all correspondence between the Board or its agents and the said unit member shall be simultaneously forwarded to the President of the Association.

Any board or any person or body authorized to act on behalf of any such board shall, when complying with the provisions of this Article, be indemnified by the Association from any action which may arises, when such person or body so authorized relies upon the written certification of the President of the Association that it has complied with the applicable regulations of the said Labor Relations Commission governing the payment of an agency service fee.

ARTICLE XVIII – SUCCESSORS AND ASSIGNS

To the extent that the same is permitted by law, any successor in interest to the Board or any Board of Trustees shall be bound by and shall assume all the rights, duties and obligations of said boards as if such successor in interest were a named party and signatory to this Agreement.

ARTICLE XIX – SAVINGS CLAUSE

If it shall have been adjudicated that any of the provisions of this Agreement in any manner conflict with or contravene any Federal Law or Statute, any Law or Statute of the Commonwealth of Massachusetts or any rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

Upon request of either party, the parties shall meet not later than ten (10) days following such adjudication for the purpose of negotiating with respect to the provision or provisions so deemed invalid.

The Memorandum of Agreement amending the preceding collective bargaining agreement was executed by these parties on July 17, 2014 and July 29, 2014. This Agreement is executed on the date written below.

BOARD OF HIGHER EDUCATION

By:_____
Richard M. Freeland, Commissioner

By:_____
Barry Maloney, Chairperson
State University Council of Presidents

By:_____
Michael Murray
Director of Employee and Labor Relations
Principal Negotiator

Date:

ASSOCIATION OF PROFESSIONAL ADMINISTRATORS, MTA/NEA

By:_____
Sherry Horeanopoulos, President

By:_____
Charlie Cianfarini
Vice President

By:_____
Katheryn ~~Kathryn~~ Bradford
Secretary

By:_____
James Murphy
Treasurer

By:_____
Katie D'Urso,
MTA Division of Higher Education
Principal Negotiator

APPENDIX A

CERTIFICATION OF REPRESENTATIVES

A. Position Titles Included in the Unit

All regular full-time and regular part-time professional employees who regularly work twenty (20) or more hours each week occupying administrative positions at the State Universities under the jurisdiction of the Board of Higher Education, including trust fund employees who work twenty (20) or more hours each week and who are eligible to participate in group insurance and state retirement plans. The positions so included are the following:

1. Director, Academic and Career Advising
2. Director, Administrative Services
3. Director, Admissions
4. Director, Athletics
5. Director, Campus Center
6. Director, Community Services
7. Director, Computer Services
8. Director, Counseling
9. Director, Facilities (except as the person in such position is responsible for the security function at the University)
10. Director, Financial Aid
11. Director, Health Services
12. Director, Housing
13. Director, Instructional Media
14. Director, Institutional Research
15. Director, Library
16. Director, Management Information Systems

17. Director, Minority Affairs

18. Director, Placement

19. Director, Planning and Development

20. Director, Project

21. Director, Student Records and Registrar

22. Director, Sea Term and Career Placement

23. Associate Director (except as the person in such position is designated as and performing the duties of the Chief Engineer of the Training Ship at the Massachusetts Maritime Academy)

24. Assistant Dean

25. Assistant Director

26. Staff Associate (except as any person in such position title is performing a job of the Director of Security) and (except as any person in such position title is acting as the confidential secretary to, or the administrative assistant for the President or Executive Vice President)

27. Staff Assistant (except as any person in such position title is performing the job of the Director of Security) and (except as any person in such position title is acting as the confidential secretary to, or the administrative assistant for the President or Executive Vice President)

B. Position Titles Excluded from the Unit

All consultants and all CETA, managerial and confidential employees and all persons holding the following positions:

1. President

2. Executive Vice President

3. Vice President, with or without a designation

4. Dean, Academic Division

5. Dean, Administration

6. Dean, Graduate and Continuing Education

7. Dean, Students

8. Dean, Undergraduate

9. Associate Dean

10. Commandant of Cadets

11. Assistant Director of Personnel at the University of Art

12. Assistant to the President

13. Assistant Vice President

14. Associate Vice President

15. Treasurer

16. Development (the position with primary responsibility for development at the University)

17. Director, Affirmative Action

18. Director, Facilities (only as any person in such position is responsible for the security function at the University)

19. Director, Fiscal Affairs

20. Director, Personnel/Human Resources

21. Director, Security

22. Associate Director (only as the person in such position is designated as and performing the dues of the Chief Engineer of the Training Ship at the Massachusetts Maritime Academy)

23. Staff Associate (only as any person in such position title is performing the job of the Director of Security) and (only as any person in such position title is acting as the confidential secretary to, or the administrative assistant for the President, Executive Vice President or a Vice President)

24. Staff Assistant (only as any person in such position title is performing the job of the Director of Security) and (only as any person in such position title is acting as the confidential secretary to, or the administrative assistant for the President, Executive Vice President or a Vice President)

C. New Positions

Should any new position be added to the work force, the Board, acting through the

Chair of the Council of Presidents, shall notify the Association of such new position. The Board, acting through the Chair of the Council of Presidents, shall determine if such new position shall be added to the bargaining unit, and shall notify the Association of its determination with written reasons therefor, within thirty (30) days. If the Association disagrees with the Board's determination, the matter may be referred to the State Labor Relations Commission by the Association.

In the event it shall be finally adjudicated that the position be added to the bargaining unit, the position shall then be subject to the provisions of Article VI and all other Articles of this Agreement.

The title Executive Director shall be included in the unit when the position does not perform "confidential" or "managerial" duties as those are defined by G.L. c. 150E and interpreted by the Department of Labor Relations. Any dispute over the unit status of an Executive Director position shall be resolved by the Department of Labor Relations and is not grievable under Art. XI, and may not be reviewed by an arbitrator.

APPENDIX B

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Higher Education:

I hereby authorize and direct the Board of Higher Education, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified by the Association of Professional Administrators, MTA/NEA as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Association of Professional Administrators, MTA/NEA.

In consideration of the above described service rendered by the Board of Higher Education, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Higher Education, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice to the Association of Professional Administrators, MTA/NEA and the Board of Higher Education, and the revocation will become effective upon the sixtieth (60th) day, or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee, and that no partial deduction will be made.

_____
EMPLOYEE SIGNATURE

Date of Notice:_____

Social Security Number:_____

_____
Position Title

_____
Last Name First Middle (Print)

_____
Address

APPENDIX C

ADMINISTRATOR EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

Administrator_____ Supervisor_____
Title_____ Title_____
Department_____ Review Period_____
Date of Appointment_____ (From) (To)

The purpose of this evaluation is to enhance the effectiveness of an administrator in making a contribution toward advancing the mission of the department and the institution. A key element of this process is the *mutual* establishment of goals, within the context of the job description, between the administrator under review and his or her immediate supervisor. This evaluation instrument will be used to determine the annual merit pay increases of the administrator.

SECTION I. (Place a check in appropriate box.)

A) EVALUATION OF POSITION RESPONSIBILITIES AND PERFORMANCE FOR PERIOD OF REVIEW Identify specific duties from job description.	Commendable	Above Standard	Competent	Needs Improvement	Unsatisfactory
1. Evaluated subordinates in a thorough and timely manner					
2.					
3.					
4.					
5.					
B) EVALUATION OF PROFESSIONAL SKILLS (Where appropriate to Position)					
1. LEADERSHIP: Exercises sound judgment. Sets a positive example. Maintains high ethical standards; supports university mission and policies.					
2. MANAGEMENT: Plans, organizes work, delegates, coordinates and effectively uses time. Counsels, develops, evaluates and advances subordinates effectively. Seeks and receives feedback in a constructive manner and applies it to enhance performance.					
3. PROBLEM SOLVING: Produces creative, innovative, workable solutions.					
4. TEAMWORK: Works effectively in a team environment. Interacts with coworkers in a positive and cooperative manner. Asks for help when needed, and offers assistance to others.					
5. SKILLS SPECIFIC TO POSITION: a. b. c. d.					

APPENDIX C

ADMINISTRATOR EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

SECTION II. EVALUATION OF GENERAL SKILLS:	Commendable	Above Standard	Competent	Needs Improvement	Unsatisfactory
1. JOB KNOWLEDGE: Demonstrates competence in skills and knowledge of functional areas. Understands job requirements, internal or external procedures and regulations, and how position interacts with and supports other areas of university.					
2. COMMUNICATIONS: Speaks, writes, and presents effectively. Listens well and clarifies questions. Interacts professionally with students and staff. Keeps appropriate people informed on status of projects and key issues.					
3. INTERPERSONAL SKILLS: Is aware of and sensitive to needs of others. Considers both sides of an issue. Maintains cooperative and effective working relationships.					
4. RESPONSIVENESS: Is results oriented and assumes responsibility and accountability for own work. Responds appropriately to internal and/or external requests for assistance. Demonstrates initiative and flexibility.					
5. OBSERVES MILITARY CUSTOMS AND OBLIGATIONS: Massachusetts Maritime – Article III. Sec. F. 1					

*Commendable - Performance consistently demonstrated with an extraordinary level of skill and ability. A statement of explanation must be included.

*Above Standard - Performance objectives have been met and demonstrated with a high level of skill and ability.

*Competent - Performance objectives have been met and demonstrated with a satisfactory level of skill and ability.

*Needs Improvement -Performance objectives have not been met or have been met only partly with a satisfactory level of skill and ability. The Plan of Professional Development must address these areas.

*Unsatisfactory - Significant performance objectives have not been met and/or performance indicates significant deficit in skills and ability. A statement of explanation must be included.

III. PLAN FOR PROFESSIONAL DEVELOPMENT: List elements of Professional Development Plan approved for this review period.

Goal or Task (explain)	Status: Achieved	Pending	No Longer Applicable

SA

9/10

APPENDIX C

ADMINISTRATOR EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

SECTION IV. ACCOMPLISHMENTS: Identify any extraordinary achievements, notable service and/or exemplary contributions to the University community. Additional pages may be added.

_____

_____

_____

_____

The current Job Description has been reviewed and incorporated in this review.
(Check here and attach copies) ☐

Additional Recommendations and Comments: (Attach additional signed and dated pages if necessary.)

_____

Administrative Area Supervisor Date

_____

Administrator Date

SECTION V. CHIEF ADMINISTRATIVE OFFICER OVERALL PERFORMANCE RATING: The overall performance rating of the administrator is for determination of eligibility for merit pay increases only.

	Commendable	Above Standard	Competent	Needs Improvement	Unsatisfactory

Additional Recommendations and Comments: (Attach additional signed and dated pages if necessary.)

_____

Chief Administrative Officer Date

87A

9/4

APPENDIX D

ADMINISTRATOR SELF EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

Administrator_____ Supervisor_____
Title_____ Title_____
Department_____ Review Period_____
Date of Appointment_____ (From) (To)

The purpose of this evaluation is to enhance the effectiveness of an administrator in making a contribution toward advancing the mission of the department and the institution. A key element of this process is the *mutual* establishment of goals, within the context of the job description, between the administrator under review and his or her immediate supervisor. This evaluation instrument will be used to determine the annual merit pay increases of the administrator.

SECTION I. (Place a check in appropriate box.)

A) EVALUATION OF POSITION RESPONSIBILITIES AND PERFORMANCE FOR PERIOD OF REVIEW Identify specific duties from job description.	Commendable	Above Standard	Competent	Needs Improvement	Unsatisfactory
1. Evaluated subordinates in a thorough and timely manner					
2.					
3.					
4.					
5.					
B) EVALUATION OF PROFESSIONAL SKILLS (Where appropriate to Position)					
1. LEADERSHIP: Exercises sound judgment. Sets a positive example. Maintains high ethical standards; supports university mission and policies.					
2. MANAGEMENT: Plans, organizes work, delegates, coordinates and effectively uses time. Counsels, develops, evaluates and advances subordinates effectively. Seeks and receives feedback in a constructive manner and applies it to enhance performance.					
3. PROBLEM SOLVING: Produces creative, innovative, workable solutions.					
4. TEAMWORK: Works effectively in a team environment. Interacts with coworkers in a positive and cooperative manner. Asks for help when needed, and offers assistance to others.					
5. SKILLS SPECIFIC TO POSITION: a. b. c. d.					

ADMINISTRATOR SELF EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

SECTION II. EVALUATION OF GENERAL SKILLS:	Commendable	Above Standard	Competent	Needs Improvement	Unsatisfactory
1. JOB KNOWLEDGE: Demonstrates competence in skills and knowledge of functional areas. Understands job requirements, internal or external procedures and regulations, and how position interacts with and supports other areas of university.					
2. COMMUNICATIONS: Speaks, writes, and presents effectively. Listens well and clarifies questions. Interacts professionally with students and staff. Keeps appropriate people informed on status of projects and key issues.					
3. INTERPERSONAL SKILLS: Is aware of and sensitive to needs of others. Considers both sides of an issue. Maintains cooperative and effective working relationships.					
4. RESPONSIVENESS: Is results oriented and assumes responsibility and accountability for own work. Responds appropriately to internal and/or external requests for assistance. Demonstrates initiative and flexibility.					
5. OBSERVES MILITARY CUSTOMS AND OBLIGATIONS: Massachusetts Maritime – Article III. Sec. F. 1					

*Commendable - Performance consistently demonstrated with an extraordinary level of skill and ability. A statement of explanation must be included.

*Above Standard - Performance objectives have been met and demonstrated with a high level of skill and ability.

*Competent - Performance objectives have been met and demonstrated with a satisfactory level of skill and ability.

*Needs Improvement -Performance objectives have not been met or have been met only partly with a satisfactory level of skill and ability. The Plan of Professional Development must address these areas.

*Unsatisfactory - Significant performance objectives have not been met and/or performance indicates significant deficit in skills and ability. A statement of explanation must be included.

III. PLAN FOR PROFESSIONAL DEVELOPMENT: List elements of Professional Development Plan approved for this review period.

Goal or Task (explain)	Status: Achieved	Pending	No Longer Applicable

APPENDIX D

ADMINISTRATOR SELF EVALUATION FORM

REVIEW AND EVALUATION OF PERFORMANCE AND SKILLS

SECTION IV. ACCOMPLISHMENTS: Identify any extraordinary achievements, notable service and/or exemplary contributions to the University community. Additional pages may be added.

_____

_____

_____

_____

The current Job Description has been reviewed and incorporated in this review.

_____

Administrator Date

APPENDIX E

INDIVIDUAL PROGRAM OF PROFESSIONAL DEVELOPMENT

PROPOSAL

NAME:_____ TITLE:_____

DEPT:_____ OFFICE:_____ EXT:_____

PROPOSED PROGRAM STARTING AND COMPLETION DATES:

_____

AMOUNT REQUESTED (Please complete budget sheet on reverse side) _____

BRIEF DESCRIPTION OF PROPOSED PROGRAM:

_____ _____

Signature Date

Applies to proposals submitted under the APA Agreement
and is subject to the availability of funds.

The Unit Member agrees to return any unused funds and to
notify the Vice President in the event the program is not undertaken or completed.

APPENDIX E

INDIVIDUAL PROGRAM OF PROFESSIONAL DEVELOPMENT

EXPENSES

TYPE	AMOUNT REQUESTED	AMOUNT APPROVED BY VICE PRESIDENT
Tuition/Fees		
Services		
Travel*		
Advertising and Printing		
Educational		
Equipment		
Other (Specify)		
Total		

*Applicable state regulations and procedures regarding the expenditures of any funds granted under this Professional Development Program must be followed. All expenses must be consistent with the provisions of Article XIII of the Agreement. (Travel to and from classes will not be funded by the Professional Development Program.)

BUDGET NARRATIVE: Please describe each proposed expenditure and indicate how it was calculated. The cost of any in-kind services provided by the University should be identified. Use additional sheets if necessary.

(i) Appendix E-Pg. 2

APPENDIX F

This Appendix Intentionally Left Blank

APPENDIX G

AGENCY SERVICE FEE DEDUCTION AUTHORIZATION

To the Board of Higher Education:

I hereby authorize and direct the Board of Higher Education, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified in the Agreement between the Association of Professional Administrators, MTA/NEA and the Board of Higher Education as the rate of agency service fee. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Association of Professional Administrators, MTA/NEA.

In consideration of the above described service rendered by the Board of Higher Education, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Higher Education, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice, to the Board of Higher Education, and the revocation will become effective on the sixtieth (60th) day or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee and that no partial deduction will be made.

_____

EMPLOYEE SIGNATURE

Date of Notice: _____

Social Security Number: _____

Position Title: _____

_____

Last Name First Name Middle Initial

_____

Address

This form is null and void for any member of the Association.

APPENDIX H

Gary D. Altman
91 Coolidge Street
Brookline, MA 02146

Timothy Buckalew
26 Chestnut Street
Westboro, MA 01581

Diane Zaar Cochran
22 Cabot Street
Newton, MA 02158

Mark Grossman
7 Hay Road
Newton, MA 02159

Roberta Golick
30 Lincoln Lane
Sudbury, MA 01776

APPENDIX I

ADMINISTRATIVE EVALUATION SCHEDULE

(2014-2015)

Action	Latest Date
Submission of Self-Evaluation by Administrator to Administrative Area Supervisor (optional)	Friday, January 23, 2015
Submission of Evaluation by Administrative Area Supervisor to Administrator	Friday, February 13, 2015
Administrator Shall Meet with Administrative Area Supervisor	Friday, February 20, 2015
Submission by Administrator of Written Response to Evaluation by Administrative Area Supervisor (optional)	Tuesday, March 10, 2015
Submission of Evaluation by Chief Administrative Officer to Administrator	Friday, March 20, 2015
Administrator Shall Meet with Chief Administrative Officer (optional)	Friday, March 27, 2015
Submission by Administrator of Written Response to Evaluation by Chief Administrative Officer (optional)	Friday, April 3, 2015
Submission of all Evaluation Materials by Chief Administrative Officer	Friday, April 10, 2015

Notes: 1) The Administrative Area Supervisor is responsible for establishing a time frame to insure completion of the evaluation process by the due date.

2) Midpoint evaluation materials are sent to the Administrative Area Supervisor one-month before the midpoint date with a due date of one month after the midpoint date.

AU

APPENDIX J

PARTIES' UNDERSTANDING REGARDING THE POSITION OF ASSISTANT DEAN

In the event that the University establishes the position of Associate Dean within an administrative area where the title previously had been utilized, it shall include duties within the Associate Dean job description which would justify exclusion from the bargaining unit. If the position is created within an administrative area where a former Associate Dean is employed as an Assistant Dean, the University shall offer the non-unit Associate Dean position to the Assistant Dean. Employment shall be upon such terms as the University and the employee may agree. The employee may decline the promotion and retain the bargaining unit position of Assistant Dean with all rights and privileges afforded by the parties' Agreement.

The parties adopt this Memorandum as their explanation of the modification of the bargaining unit which occurred in March of 1996.

APPENDIX K

This Appendix intentionally left blank.

APPENDIX L

Code of Responsibility

Board of Higher Education

and

Association of Professional Administrators

July 1, 2003

THE CODE OF RESPONSIBILITY

SECTION BY SECTION

Respecting and honoring the public trust placed in those who work in state government is an issue of paramount importance. In order to ensure that state managers and employees are cognizant of their obligations and have full understanding of the implications of their actions and/or omissions, the parties have adopted this Code of Responsibility..

The Code serves as a guide to educate covered personnel to understand the kinds of situations that may arise both inside and outside of the workplace and provides specific information concerning violations of the Code and the resulting penalties.

The Code of Conduct is divided into sections as described below:

- SECTION 1 provides definitions for some of the terms used in the Code.

- SECTION 2 establishes the legal authority for the issuance of the Code.

- SECTION 3 explains the General Rules that apply to the Code, including applicability, scope, requirements of knowledge of the code for managers and affected employees, the effect of the code, and the effective date.

  The section also requires conformity to the law, and to the policies, procedures, and directives of the agency. It sets out standards for conduct, attitude, and demeanor. It requires response to administrative inquiries and, where required prompt adherence to State Ethics Commission Financial Disclosure requirements.

- SECTION 4 covers conflicts of interest, and conforms to the Commonwealth's Conflict of Interest Law, Chapter 268A.

- SECTION 5 sets out standards of conduct, and is closely related to Chapter 268A. It quotes Chapter 268A in several instances, and gives guidance to managers and employees as to the conduct which is prohibited and conduct which is permitted.

- SECTION 6 sets out rules regarding gifts and gratuities, and addresses, with specificity, those limited instances where the acceptance of items, food, or services is permitted.

- SECTION 7 governs outside employment and business activity, addressing not only possible conflict of interest concerns, but those of loyalty and duty to the Commonwealth. It includes the issue of bribery and the duty to report violations of law and the Code to one's agency head.

- SECTION 8 addresses miscellaneous issues, including the making of false statements in the course of one's employment, referrals to professional persons or agencies in the private sector, the requirement of referring public record requests to agency heads or designees, the prohibition of drug or alcohol intoxication on the job, prohibition of the possession of any weapon with improper intent, the proper and improper use of departmental identification cards, badges, or other official identification items, prohibited political activities, testimonial dinners, and the addressing of legislative requests.

CONTENTS

1.00 Definitions
2.00 Regulatory Basis
3.00 General Rules
4.00 Conflict of Interest
5.00 Standards of Conduct
6.00 Gifts and Gratuities
7.00 Outside Employment and Business Activity
8.00 Other Standards of Conduct

1.00 DEFINITIONS

As used in this Code, the following terms have these meanings unless the context requires otherwise:

(a) "Administrative inquiries" - means questions about the operation of the agency/department which the employee has been directed to answer by his or her appointing authority or that authority's designee.

(b) "Disciplinary action" means any action taken by the appointing authority to discipline an employee in accordance with the provisions of the collective bargaining agreement.

(c) "Employees" - means any manager or employee on the current personnel roster of the agency/department whose employment is subject to the collective bargaining agreement. This shall include those employees who are on any form of leave of absence and employees who are serving suspensions.

(d) "Immediate family" - means the employee and his or her spouse and their parents, children, brothers and sisters.

(e) "Nominal value" - means monetary worth not exceeding Twenty Five Dollars ($25.00).

(f) "Official action" - means any activity performed or required to be performed by an employee in the course of his or her duties.

2.00 REGULATORY BASIS

This Code of Responsibility is adopted pursuant to the applicable provisions of the collective bargaining agreement and the authorities of the parties thereto.

3.00 GENERAL RULES

3.01 (a) Applicability of Code

The Code applies to all employees, including those on any type of leave status (e.g., leave without pay, military leave, civic-duty leave, etc.).

Employees are required to conduct themselves ethically at all times during the employment

relationship. An employee on unpaid leave is not exempt from the Code of Responsibility.

(b) Scope of Code

This Code is not to be considered all-inclusive. The absence of specific published Rules of Conduct does not mean or imply that any act of misconduct tending to discredit an employee or the Commonwealth is condoned or permissible or would not result in disciplinary action, up to and including termination.

Employees should not assume that, just because certain types of unethical conduct are not specifically mentioned in the Code, that such conduct will not result in the immediate termination of their employment.

(c) Knowledge of Code

Each employee subject to this Code is required to know and understand the Code of Responsibility and Rules contained herein, and to seek information from his or her appointing authority, the appointing authority's designee, personnel office, or legal office in case of doubt or misunderstanding as to its application.

Decisions in personnel matters involving disciplinary action will be based on the presumption that each employee has familiarized himself or herself with this Code and that he or she is aware of the obligation to abide by it.

Ignorance of the Code is no excuse for violating the Code. An employee cannot avoid the consequences of violating the Code of Responsibility by simply failing to read or comprehend the Code, and it is the responsibility of the employee to seek guidance when he or she does not understand any part of the Code.

(d) Effect of Code

Employees whose conduct does not conform to the Rules and guidelines contained in this Code may be subject to disciplinary action up to, and including, termination. Any disciplinary action taken will conform to the provisions of the collective bargaining agreement.

An appointing authority is not required to impose progressive discipline for violation of the Code, nor is there a right to a hearing if the employee's employment is terminated for violation of the Code, unless an employee is entitled to hearing rights under the collective bargaining agreement.

3.02 Conformance to Laws

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime relating to his or her employment shall be subject to disciplinary action prescribed or permitted by this Code.

If an employee is convicted of any crime which has anything to do with his or her employment, he or she may be disciplined under the Code. Public employees are under an obligation to obey the law scrupulously.

Any employee who has been indicted or arrested for a serious crime supported by a

judicial finding of probable cause in a preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of other employees, the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departmental employees or undermines trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may be subject to suspension without pay and/or loss of other employee benefits, pending resolution of the case.

Such suspension will conform to the requirements of *G.L.* Chapter 30, §59, if applicable.

If an employee is arrested or indicted, and a clerk-magistrate, magistrate, judge or grand jury finds that there is probable cause to believe that the employee committed a crime which could legitimately cause fear for the safety of other employees or of harm to the property of the Commonwealth, or that the integrity of the employee 's department might be harmed, or that the tax system has been ignored or corrupted, the employee may be suspended without pay until the criminal charges are resolved

If the employee is found guilty, further disciplinary action, including termination, may be taken if the crime was related to his or her employment. If the employee pleads *nolo contendere,* has his or her case continued without a finding, is granted immunity from prosecution, or has his or her case filed, the appointing authority shall comply with the requirements of G.L. Chapter 30, §59, including the payment of all compensation or salary for the period of suspension. However, the appointing authority may then take such action as is deemed appropriate under the circumstances, including termination. If the employee is found not guilty, or the case is *nolle prosequi* or dismissed for any reason other than a technical or procedural reason, the employee shall be immediately reinstated to employment retroactive to the date of suspension without loss of wages or other employee benefits, unless the appointing authority has performed, or had performed, a separate investigation into the conduct of the employee and has determined, by a preponderance of the evidence, that the employee is likely responsible for the conduct alleged in the criminal complaint or any other conduct that would be a violation of this Code. The appointing authority is not precluded from investigating the charges against the employee on its own authority, and may take such reasonable action as it deems appropriate in light of the evidence it has available to it, notwithstanding any finding of the court as to the criminal culpability of the employee.

If an employee does not contest charges brought against him or her, or his or her case is continued without a finding upon his or her admitting to sufficient facts to make a finding of guilty, or is granted immunity from prosecution in exchange for testimony, or his or her case is placed on file, he or she may be disciplined, up to, and including, termination from employment, if the case was related in any way to the performance of his or her official duties. Employees have certain statutory rights pursuant to G.L. Chapter 30, §59, but those rights do not include a guarantee of continued employment.

If the employee is found not guilty, or the prosecution officially decides not to prosecute the case, or the case is dismissed for a reason which is not technical or procedural, the employee must be reinstated to his or her title and the reinstatement is retroactive to the date of the suspension. The employee's rights and benefits must be restored to the status existing before the suspension. However, if the appointing authority has instituted a separate investigation, and determines that the evidence, more likely than not, shows to the satisfaction of the appointing

authority that the employee is guilty of the offense charged or any other offense which would be a violation of the Code, the appointing authority may take such action as it deems necessary, up to, and including, termination of employment. The criminal prosecution requires a finding of guilty beyond a reasonable doubt. The appointing authority is not required to apply that standard in its investigation.

3.03 Conformance to Policies, Procedures and Directives

Employees shall comply with all of time policies and operating procedures of the agency/department in which they work. Employees shall respond forthrightly to the work-related directives of their supervisors or superiors.

Employees must follow all policies and operating procedures of their workplace. Employees must follow the instructions of their supervisors fully, promptly, and efficiently. Employees are not permitted to determine for themselves which policies they will follow or fail to follow. Employees are under an obligation to follow instructions of supervisors.

3.04 Conduct, Attitude and Demeanor

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in a manner which will enhance public respect for, and confidence in, the employee and in the Commonwealth as a whole. They must not only perform their duties in a wholly impartial manner, but must avoid any conduct which gives the reasonable basis for the impression of acting otherwise. Specifically, all employees shall avoid any action which may result in or create a reasonable basis for the impression of:

(a) using public office for private gain;

(b) giving preferential treatment to any citizen;

(c) making work-related decisions contrary to agency/departmental policy; or

(d) using one's official position to harass or intimidate any person or entity.

Employees must treat all members of the public and fellow employees in a manner which will not give even the slightest hint of dishonesty or favoritism. They must not be seen to deviate from agency policy to unjustly benefit or harm any individual. They must never use their official positions or powers for personal reasons. Those powers and duties are granted for the benefit of the Commonwealth and the public, not for the gratification of the employee.

3.05 Administrative Inquiries

Employees must respond promptly and fully to administrative inquiries when directed to do so.

If a supervisor directs an employee to respond to an administrative inquiry, the employee is obligated to answer the inquiry in a timely and complete manner. Incomplete or inaccurate reporting, or failing to report on time, is not acceptable and may be the subject of disciplinary action.

3.06 State Ethics Commission Financial Disclosure Requirements

Employees who are required to file a "Statement of Financial Disclosure" with the State Ethics Commission, under the provisions of G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State Ethics Commission. Willful failure to make any requisite disclosure, or the willful falsification of any statement, may be the subject of disciplinary action by the department or agency, in addition to any other penalties prescribed by law.

The appointing authority will notify each employee who is required to file such a statement.

The filing of financial disclosure statements is not optional. Late filing of statements is not permitted, Complete and timely financial disclosure statements are tools that protect the reputation of the agency and the employee. Inclusion of any false information, or any attempt to hide information, may result in termination.

4.00 CONFLICT OF INTEREST

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee's private interest, usually financial, conflicts or raises a reasonable question of conflict with his or her official duties and responsibilities.

When an employee 's interests compete with the Commonwealth 's or the public 's interests, the Commonwealth 's or the public 's interests take precedence, even that means the employee might be disadvantaged or inconvenienced Employees must not use their office for personal gain in any manner. An employee 's salary and benefits are the only legitimate expectations of financial reward that an employee has for the performance of his or her duty.

Chapter 268A of the General Laws provides criminal and civil penalties for conflict of interest violations. The following two general categories of prohibitions are to be used as guidelines. (Chapter 268A of the General Laws contains specific details).

(a) No employee may request or receive, in any manner whatsoever, except from the Commonwealth, compensation or anything else of value: (i) for performance of his or her duties; or (ii) for influencing or appearing to influence such performance.

Employees must not accept money or anything of value from anyone, or the promise of money or anything of value, other than from the Commonwealth, for the performance of their duties or the failure to perform their duties. This is basic public policy, and every employee should be on his or her guard to recognize an attempt to influence the performance of his or her duties by the giving of money or gifts.

(b) No employee may participate in any matter relating to any entity in which, to his or her knowledge, the employee, or a member of his or her immediate family, or his or her business partner or any business organization in which he serves as an officer, director, trustee, or employee, or any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

An employee must not take any action in his or her official capacity which would affect his or her financial interest, that of a close family member, or a person or organization with whom he or she has a business relationship, or any person or organization with whom he or she is seeking employment, in any way, if the employee knows of the relationship.

Employees have an obligation scrupulously to avoid the potential conflicts of interest which exist in their employment. If their duties require them to participate in a particular matter in which they have a financial interest, they have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their appointing authority and the State Ethics Commission. The appointing authority has the responsibility to determine whether there should be a transfer to another employee of any case which involves them, their immediate family, or any person with whom or entity in which they have some personal or financial involvement, or whether the appointing authority should assume responsibility for the particular matter, or whether to issue a written determination that the interest is not so substantial as to affect the integrity of the employees.

Employees have a positive duty to avoid even the appearance of a conflict of interest between their personal interests and that of the Commonwealth and the public. If they think there might be the slightest possibility of a conflict of interest between themselves, their families, their business associates, or their business interests, and the interests of the Commonwealth, they must report the possibility to their immediate supervisor, and request a transfer of those responsibilities to another employee.

Employees have a right under law to have any question relating to a-possible conflict of interest confidentially reviewed and decided by the State Ethics Commission. Information regarding the filing of a conflict of interest request with the State Ethics Commission is available from the agency head or his or her designee or from the Commission directly.

5.00 STANDARDS OF CONDUCT

These Rules with respect to conflicts of interest are in addition to, and supplement, state policies and agency/departmental rules, regulations and operating procedures that may otherwise apply to the official acts of employees. In the event that the appointing authority, or his Or her designee, approves a particular activity, and the State Ethics Commission subsequently determines that such activity is a conflict of interest, the appointing authority will not discipline the employee for such activity, unless material facts were misrepresented or Omitted by the employee.

NB. Only the State Ethics Commission has the authority to issue a binding opinion interpreting G.L. Chapter 268A.

In addition to the sanctions referred to above, G.L. Chapter 268A, Section 23 also prescribes and describes certain "Standards of Conduct." Violations of these standards are subject to appropriate disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows:

5.01 "No current officer or employee of a state, county or municipal agency shall:

(a) accept other employment involving compensation of substantial value, the responsibilities of which are inherently incompatible with the

responsibilities of his public office;

An employee must be sure that any outside employment with any other employer, private or public, will not bias or affect his or her official judgment. It is important that Commonwealth employees exercise their judgment solely for the benefit of the Commonwealth and the public, in an impartial and fair manner.

(b) use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;

An employee must not grant special favors to himself or herself or to others with whom he or she is friendly or acquainted He or she must never allow others to believe that they have "pull", which means the ability to obtain results that are not available to the general public. Employees cannot be seen to be "friends in high places" that will do special favors for people they know.

(c) by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person."

Employees must not permit any person to believe that, in their slate employee positions, they can be influenced in the impartial performance of their duties. Employees must not give the impression that any person, whoever he or she may be, can, by reason of influence or power, affect an employee's performance of his or her responsibilities or duties.

If an employee is doing his or her duty properly, he or she should not fear a threat by any person that the person will "go over the head" of the employee. This is a caution to both high ranking officials as well as lower-ranking employees. Friends and acquaintances should have no greater expectation of assistance from employees than the general public, and employees are to make that known to those friends and acquaintances.

5.02 "No current or former officer or employee of a state, county or municipal agency shall:

(a) accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.

It is clearly a conflict of interest when an employee holds outside employment that would require him or her to disclose confidential information gained by reason of his or her employment with the Commonwealth. Such outside employment must be refused or abandoned by employees.

(b) improperly disclose materials or data within the exemptions to the definition of public records as defined by Section seven of Chapter four of the General Laws, and were acquired by him in the course of his or her official duties, nor use such information to further his or her personal interests." (See Massachusetts General Laws, Chapter 268A, §23).

Employees must not disclose any confidential information they receive by virtue of their employment with the state. They must not use such information to further their own

interests, whether for financial gain or not. For instance, it would be a violation of this Rule if an employee obtained and gave out confidential information for the purpose of harming anyone because of personal spite or dislike the employee has for a person, company or agency. Confidential information is entrusted to employees for the needs of the Commonwealth, and it should be treated as property that must not be misused.

6.00 GIFTS AND GRATUITIES

6.01 General Limitations

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of value, from a person who or entity which the employee knows or has reason to know:

(a) has, or is seeking to obtain, contractual or other business or financial relations with his or her agency/department;

This means an employee must not ask for or receive anything of value from somebody who is doing business with, or wants to do business with, the employee's agency. Employees should not request anything of value for personal use while acting in their official capacity. Acceptance of such gills for the use of the employee's agency may be permissible, but the employee should report such gifts to the agency head.

(b) conducts business or other activities which are regulated or monitored by the agency/department, except as permitted by statute or regulation; or

Employees cannot accept anything of value from anybody or any entity over which the employee's agency has some type of oversight that could give the appearance that the regulated person, agency or company is, or may be, trying to get preferential treatment from the regulatory agency.

(c) has interests that may be substantially affected by the employee's performance or nonperformance of his or her official duties or has the appearance of being substantially affected.

Employees cannot accept anything of value from any person, agency, or company that is in any way affected, or even appears to be affected, by the employee 's performance of his or her duties.

6.02 Exceptions

The restrictions set forth in Rule 6.01 of this Section do not apply to:

(a) obvious family or personal relationships when the circumstances make it clear that those relationships, rather than the business of the persons concerned, are the motivating factor behind any gift or gratuity.

Employees are not required to avoid family relationships when gifts are based on the family relationship and not a business relationship. Note, however, that it is a

violation of these Rules for an employee to have business dealings with close family members.

Example: If a cousin calls an employee to ask him or her to join him or her at a football game, and there is a clear family relationship which exists outside of any business relationship, the employee could accept the invitation from the cousin without breaking these Rules. If however, a distant, seldom-seen, cousin suddenly starts doing favors for, or giving gifts to, an employee who works for an agency that oversees the cousin's business, there may be a suspicion of attempting to influence the employee for business purposes, and that would violate these Rules.

(b) the acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, dinner, or other meeting attended for educational, informational or other similar purpose. However, agency/departmental employees, while on official business, are specifically prohibited from accepting free food or other gratuity, except non-alcoholic beverages (coffee, tea, etc.), from persons with whom they have contact in the performance of their official duties. Employees are not permitted to accept standing offers of meals or refreshments, nor are they permitted to accept several instances of offers of food or refreshments from the same person or entity which, in the aggregate, would exceed the definition of nominal value during a calendar year.

An employee may attend a gathering at which food is served of the purpose of the gathering is to educate, inform, or otherwise stimulate understanding of either the employee 's agency or the person, agency, or company providing the food. Remember, however, that the offer or acceptance of free food at any other time from a person, agency, or company may be, or appear to be, an attempt to curry favor with the employee, and is forbidden. Also, a standing invitation is not acceptable, and if the combined value of food or refreshments is greater than twenty-five dollars in a calendar year, the acceptance is prohibited The offering of individual cups of coffee, individual cans of soft drinks, light snacks, etc., is not considered to be a violation of the Code.

(c) the acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc., provided that the employee does not deal with that institution in the course of his or her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose such dealings to the appointing authority in writing prior to engaging in such dealings.

It is not the intention of these Rules to bar employees from transacting normal business with any agency their agency might oversee. It is intended that an employee not deal directly with any person, agency or company over which he or she has direct or indirect dealings in the course of his or her work An employee is to be given no greater consideration due to his or her public employment than any member of the general public in any transaction. If the employee deals with the
person, agency, or company in the regular course of employment, but the employee has no practical alternative but to deal with that person, agency, or company, the employee must tell his or her appointing authority in writing about the dealings before they start the dealings. The appointing authority will be expected to ensure the employee is not violating any provision of the Code.

(d) the acceptance of unsolicited advertising or promotional materials such as pen, pencils, note pads, calendars, and other items of nominal value.

The receipt of items of nominal value that are sent as part of an advertising campaign or promotion are not subject to these Rules. If an employee is in doubt as to whether the item or items are of nominal value, he or she should ask the appointing authority or a supervisor.

(e) the acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organization, if such organization falls within Rule 6.01, above. If more than one award or gift is given, the aggregate value must be nominal. The acceptance of travel reimbursement may be permitted if in relation to a speech. See paragraph (f) below.

The giving of a certificate, wall plaque, small item, etc., given for a speech or as a reward for acting in the public interest is permitted. The award should not appear to be for merely doing what is expected of a public employee, and the award must not exceed twenty-five dollars in value. If more than one reward is given, the combined costs must not exceed twenty-five dollars. Employees who are asked to give speeches may be reimbursed for travel expenses as long as the reimbursement is in accordance with travel regulations in the Code of Massachusetts Regulations.

(f) travel expenses and expenses to attend events may be paid from private sources, so long as -the agency head or relevant cabinet secretary make a determination that the travel or attendance at the event serves a legitimate public purpose and that the benefit to the Commonwealth or the employee's participation in the travel or event outweighs any special non-work related benefit to the employee or private sponsor. Ordinarily, family members should not accompany Commonwealth employees on work-related matters. See 801 CMR 7.00 et seq. Reimbursed costs may not exceed the actual costs of the travel or event. At no time shall an employee accept reimbursement from both the Commonwealth and another source for the same expenses.

Employees may accept reimbursement for actual expenses incurred when attending meetings or events, as long as they receive approval for attending such meetings or events from their agency head or cabinet secretary. The reimbursement may not exceed actual reasonable expenses/or travel, living costs, and other travel expenses or expenses directly relating to the reason for the travel or event. If the Commonwealth reimburses the employee, he or she may not be reimbursed/or the same expenses by another party.

7.00 OUTSIDE EMPLOYMENT AND BUSINESS ACTIVITY

7.01 Introduction: Principles

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with their responsibilities to the Commonwealth. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restrictions. Employees may engage in outside employment or business activity provided such activity is not prohibited by this Code or by any statute, regulation or departmental order. If employees plan to engage in outside

employment or business activity, they must give prior written notice to their appointing authority of the planned employment or activity.

Outside employment must not result in any conduct which gives the appearance of a conflict of interest or an abuse of an employee's job with the state. If outside employment violates any part of the Code, any statute, any regulation, or any order of the agency for whom the employee works, the outside employment is prohibited. If employees have any doubt as to whether their conduct would create a conflict of interest, or whether their outside employment is, or would be, permissible, they are urged to seek the opinion of the State Ethics Commission. If an employee plans to begin any outside employment or business activity, he or she must report the planned employment or activity to his or her appointing authority before commencing the employment or activity.

An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employee must satisfy the following principles:

(a) The outside activity would not place a particular employee in a situation where there is a conflict, or in a situation which gives the reasonable basis for the impression of a conflict, between his or her particular private interests and his or her particular official duties and responsibilities (see Section 4.00, "Conflict of Interest", for additional guidance).

Employees may not engage in outside activity or further their private interests if doing so would conflict with, or may give the impression of conflicting with, their employment with the Commonwealth. It is best if there is no connection between the outside activity or interests and the employee's position with the Commonwealth.

(b) The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.

It is clearly a conflict of interest when an employee holds employment outside the Commonwealth that would require or result in his or her disclosure of confidential information gained by reason o/his or her employment with the Commonwealth. Such employment must he refused or abandoned by employees as against the interests of the Commonwealth.

(c) The nature of the employment or business activity or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his or her official duties as an employee of the Commonwealth.

An employee's first responsibility is to the Commonwealth. Outside employment or business activity cannot interfere with the employee's duties and responsibilities to the Commonwealth and the public in any way. If there is such a conflict, the employee must choose between the Commonwealth and the outside employer.

(d) Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on, confidential information obtained through their employment. In particular, they shall not use confidential information obtained in the

course of their employment with the Commonwealth to obtain benefits, financial or other, for themselves, their families or others.

This is a prohibition against the-equivalent of "insider trading", where an employee gains information not available to the public and benefits from that information because of his or her status as a public employee.

7.02 Activities Which Do Not Require Prior Notice

(a) Introduction

Employees are generally not required to submit written notice before engaging in outside activities which are not considered to be employment or business. Although it is not feasible to cover every specific activity of this nature, the general categories discussed below are furnished as basic guidelines.

An employee does not have to get written permission to participate in the following activities. He or she should be very careful, though, not to do anything which might violate the Code in any outside activity in which he or she may participate.

(b) General Examples

(i) Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.

An employee can be a member or an officer of fraternal or sororital organizations such as the Elks or the Moose; the American Legion and other veterans' organizations; his or her church, synagogue, mosque, temple, or other religious organization; the Boy Scouts, the Girl Scouts, and other scouting groups; and other typical neighborhood, town, or city groups which have a civic, educational, or charitable purpose, as long as membership or office does not affect the employee's duty to the Commonwealth and the public.

(ii) Services as a notary public or justice of the peace.

An employee can exercise the offices of notary public or justice of the peace, so long as he or she does not do so for money during working hours, or does not solicit others to use his or her services through his or her employment.

(iii) Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities, including: repair or maintenance work such as painting, yard work, carpentry, or services such as baby-sitting and carpools involving payment for transportation.

An employee can do odd jobs or help out friends, neighbors, and family without violating the Code. That kind of activity is not really considered employment.

(iv) Temporary (thirty days or less) assistance in a family enterprise, in the event of an emergency such as the death or serious illness/accident to a member of the family engaged in that business.

An employee may help out in the family business in an emergency situation, where the owner of the business is a family member and he or she dies or is gravely ill or injured, without such help being considered employment. The help cannot be for more than thirty days or it will be considered employment and all the restrictions of the Code will apply to that employment.

(v) However, no employee shall take an active part or become an advocate on behalf of a professional society or outside agency in any conflict between such society and the employee's agency/department. See G.L. Chapter 268A, §4.

Employees must not actively participate in any advocacy that conflicts with the mission and goals of their agency or that of the Commonwealth, unless otherwise provided by law.

7.03 Outside Compensated Activities or Employment

(a) General Prohibitions

No compensated activity is permitted which is in violation of G.L. Chapter 268A. Specifically, employees are prohibited from receiving compensation from or acting on behalf of or as agent for anyone other than the Commonwealth in relation to any particular matter in which the Commonwealth or state agency is a party or has a direct and substantial interest.

An employee may not represent or work on behalf of any person or business for compensation in any matter in which the state has an interest which is clear and which is more than minuscule. This simply forbids employees from entering into relationships which represent a conflict of interest and in which the employees could not faithfully represent both parties because of the conflict.

(b) To the extent that outside compensated activity is permitted, it must not interfere with the effective performance of an employee's official duties.

An outside compensated activity is not permitted if it adversely affects the employee's duty to the Commonwealth, even if the outside activity, does not involve a conflict of interest. The Commonwealth requires its employees to be dedicated to the interests of the Commonwealth, and for their attention and time to be undivided by outside interests.

7.04 Duty to Report Violations of Law and Code of Conduct

(a) Generally

Every employee is expected to maintain and uphold the integrity of the Commonwealth. In satisfying this requirement, it shall be the duty of every employee to report to his or her agency/department head or designee, promptly and accurately, any violations of law and/or this Code that affect the Commonwealth. To the fullest extent possible, any such reports will be treated confidentially. An employee who makes a good-faith report of a violation of law or the Code shall not be subject to retaliation of any kind, threat of retaliation, or pressure, as a result of making a good-faith report of violation, and shall

be entitled to the protection of any present or future legislation which permits or encourages persons to report violations of laws or regulations.

Employees are required to report violations of law and the Code to their agency heads immediately. Covering up or hiding of violations of law or the Code is itself a violation. Employee reports are treated as confidentially as circumstances permit. The integrity of the agency is of paramount importance, and personal considerations are secondary. Employees are encouraged to make good faith reports of violations, and are to be protected if they make such reports.

(b) Attempts to Bribe

Bribery and attempted bribery are claims which strike at the core of state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or commissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the proper agency authority.

Bribery and attempted bribery are the ultimate ethical violations. No public employee may permit even the slightest suggestion that the exercise or non-exercise of his or her official duties might be affected by any type of personal gain, whether monetary or non-monetary, and every employee should be aware of the possibility that they might be approached by anyone for any reason. Such attempts must be reported promptly and fully to one's supervisor or agency head.

8.00 OTHER STANDARDS OF CONDUCT

8.01 False Statement

Proper functioning of the government requires that the agency/department, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. Employees will be subject to disciplinary action up to and including termination for intentionally making false or misleading verbal or written statements in their capacity as employees.

Employees are not permitted to give false information while performing their duties. No matter what the reason is for the false statement, there is no excuse for falsification. Other employees, public officials, and the public in-general, have a right to expect correct information and honest answers when they make inquiries or when public employees communicate with them. As a practical matter, honesty and truthfulness prevent many more problems than they create, even if an employee thinks a false statement will prevent him or her from getting in trouble.

8.02 Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he or she obtain the services of any particular accountant, attorney or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business which involves or may involve the

agency/department.

Employees are not permitted to recommend, suggest, or even hint that any professional or business organization or any professional person has a special expertise or that such person or organization might obtain a better result than another person or organization. Public employees are not referral agents for private business or professional entities.

8.03 Public Records

All requests for public records should be directed to the appointing authority or his or her designee who shall determine whether the requested documents are public records in accordance with G.L. Chapter 4, Section 7, Clause 26.

Employees must refer all requests for public records to their appointing authority, or a person or office designated by the appointing authority, for response. Employees are not permitted to make decisions on their own as to whether a record is a "public record" as defined by law, unless they are authorized to do so by the appointing authority.

8.04 Drugs and Alcohol

While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form. The only exception to this Rule is the use of medication when prescribed for the treatment of the employee by a registered physician, dentist, or other person legally authorized to prescribe controlled substances.

When an employee is performing his or her official functions, it is imperative that his or her judgment not be impaired by any substance. Unless an employee has a medical reason to use a prescription medication, the use of any controlled substance, alcohol, or any kind of chemical which affects behavior or judgment is forbidden when working Such use is also prohibited if the employee comes to work under the influence of these substances, even if the substances were taken be/ore reporting for duty. The consumption of alcohol at agency-sponsored or Commonwealth-sponsored social occasions is permitted, as long as the employee is not performing a mandatory duty, as recorded in his or her job description.

8.05 Weapons

Unless authorized to do so by the University, no employee is permitted, while in the performance of his or her duties, to carry, wear, possess, or keep within his or her control any weapon, as defined by law, with the intent of displaying or using said weapon to intimidate or assault another person or for any other unlawful purpose.

Employees are not permitted to utilize any object for the purpose of attacking, assaulting, intimidating, or in any other way affecting another person to act against the other person's will. Employees should be aware that the law treats almost any object, depending upon its use or intended use, as a "dangerous" weapon, including a "shod foot". Employees must keep in mind that even the display of a weapon or any object of any kind in a threatening manner may indicate a willingness or intent to use the object as a weapon; in some cases, the very display of an object, such as a knife, gun, bat, or other inherently dangerous Object, may be

considered threatening.

8.06 Departmental Identification Cards, Badges. Etc.

Agency/Departmental identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Generally, any identification showing a person is a state employee may only be used for official purposes, such as identifying the person as a state employee when dealing with the public or when seeking entrance into state buildings.

Agency/departmental identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, credit or when renting an apartment.

An exception to the first paragraph of this Rule is the use of state identification for the purpose of demonstrating that a person is a state employee for transactions where such proof is necessary and there is no suggestion that special treatment will be gained by showing one is a state employee.

Employees are responsible for the safeguarding and proper use of agency/departmental identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination of employment or demand by proper agency departmental authorities. Cards, badges or documents, or an employee's official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or others. Photo identification badges must be worn while at work in any agency which requires them to be worn.

Employees are responsible for the security of their identification cards or badges. If one is lost or stolen, the incident must be reported immediately to the appointing authority. Use of the cards or badges to obtain any kind of privilege or advantage that is not available to the genera/public is absolutely forbidden. Employees must wear photo identification badges in any agency that requires them. This enhances security and protects employees who are authorized to be in employee-only areas, especially in emergencies.

8.07 Political Activities

Employees are prohibited from using their offices, titles, or any public resources, or performing their official duties to interfere with, affect or influence the results of a nomination or election for public office.

Employees are never allowed to use the fact that they are employees of the state to obtain personal advantages or to influence any action not associated with their official duties, in any manner that is not available to the general public. That prohibition includes elections for public office. No work time, public material or property, such as telephone, copiers, fax machines, etc., or information gained in the course of state employment may be used for the benefit of any candidate for public office or for any ballot issue.

No employee shall use his or her official authority directly or indirectly to coerce, attempt

to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

Employees may not use their public employment in any way to influence any person or group of persons to give anything of value, including services, to any candidate or any political committee.

No employee shall solicitor accept funds or anything of value for any party, political committee, agency, person or organization for political purposes.

Employees cannot be connected in any way to any political fundraising, whether for a candidate or for a ballot issue.

Employees are not prohibited from making personal contributions up to the statutory limit to a campaign committee or organization for the nomination or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees may contribute their own money, up to the statutory limit, to campaign organizations or political committees. The statutory limit is enforced by the State Office of Campaign and Political Finance, and all inquiries about political contribution limits should be directed to said office.

Employees are prohibited from campaigning for political office for themselves or others, or for any other political purpose, during working hours.

Employees cannot work for any political purpose during working hours.

Employees are prohibited from displaying a political or campaign message while on official agency/departmental business.

Employees are not permitted to display political messages of any sort on any part of their clothing or person, while working, or to display such messages on public property.

8.08 Testimonial Dinners

Employees are prohibited from selling or accepting payment for tickets, admissions or contributions for a testimonial dinner or function or any affair having a purpose similar to a testimonial dinner or function held on behalf of any employee of his or her agency/department, nor shall any employee participate in or accept contributions for or from any testimonial dinner or function or any affair having a similar purpose, held on his or her behalf while he or she is an employee if such dinner, function or affair is sponsored by a person or organization which is regulated by or has official business with the employee's department or agency.

Employees must not sell or receive money or anything of value from any source for a testimonial dinner or any function similar to a testimonial dinner if the dinner is to honor a present employee of the agency if the event is sponsored by any person, group, or organization

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which is controlled by the employee's agency or who does business with, or wishes to do business with, the employee's agency.

No employee may participate in, or receive any contribution for, any such dinner or function which is held in his or her behalf while he or she is an employee if the event is sponsored by any person, group, or organization which is controlled by the employee's agency or who does business with, or wishes to do business with, the employee's agency.

This section shall not prohibit the collection of sums of nominal value to cover the cost of small celebrations or other small events (such as birthday or holiday parties) held within agency/departmental offices.

This Rule does not prohibit the celebration of traditional small parties, such as birthdays, holiday parties, or retirements.

8.09 Legislative Requests and Inquiries

All requests or inquiries from legislators or their staffs must be referred to the agency/department head or his or her designee before any action is taken, unless employees are directed to handle such requests otherwise by the agency/department head or his or her designee.

Any request from a legislator or a staff member of a legislator's office must be referred to the agency head or a person appointed by the agency head, unless the agency head or the appointed person directs an employee or employees to handle the request personally.

APPENDIX M

This appendix intentionally left blank.

APPENDIX N

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 5th day of May, 2005, by and between the Board of Higher Education (the "Board") and the Association of Professional Administrators, MTA/NEA (the "Association").

WHEREAS the Board and the Association are parties to a collective bargaining agreement into which they entered on September 14, 2001; and

WHEREAS the Board and the Association have conducted and concluded negotiations concerning matters that pertain to the implementation of certain provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§201 et seq.) (the "FLSA"); and

WHEREAS the Board and the Association wish hereby to record and give effect to the agreements they have arrived at in that regard;

NOW, THEREFORE, the Board and the Association hereby agree as follows:

1. Non-Exempt Employees. The parties recognize and agree that certain administrators may be classified as non-exempt employees within the meaning of the FLSA. The parties also recognize and agree that the decision whether to classify any such administrator as an exempt or non-exempt employee within the meaning of the FLSA shall be made at the sole discretion of the Board in accordance with its judgment concerning the requirements of applicable provisions of law.

2. Entitlement to Overtime. The parties recognize and agree that any administrator who is classified as a non-exempt employee is entitled to and shall be paid overtime compensation in accordance with the requirements of the FLSA for all hours in excess of forty (40) hours that such administrator works in a workweek unless he or she, in accordance with the FLSA, is granted compensatory time for any or all such hours.

Nothing in the Agreement or in this Memorandum of Agreement shall be deemed to limit the authority of any University to require that an administrator who is a non-exempt employee work overtime; and nothing in the Agreement or in this Memorandum of Agreement shall be deemed to permit an administrator who is a non-exempt employee to work overtime other than at the direction or with the approval of his or her supervisor.

3. Compensatory Time.

   a) Any administrator who is a non-exempt employee and who, in any workweek, works more than forty (40) hours may request that the University at which he or she is employed grant him or her compensatory time, in lieu of overtime pay, for any or all such hours. Every such request shall be made in writing to the University's Director of Human Resources. The University, at its sole discretion, shall decide whether to grant such request.

   b) If the University shall have declined to grant, in whole or in part, any such request for compensatory time, it shall, to the extent it shall have declined to grant such request,

pay overtime pay to such administrator in accordance with the FLSA.

c) If the University shall have agreed to grant, in whole or in part, any request for compensatory time, it shall permit, and at its sole discretion may require, the administrator entitled thereto to use such compensatory time within one hundred twenty (120) days following the last day of the workweek during which such compensatory time accrued. Subject only to the requirement that such compensatory time be used within the one hundred (120)-day period described in the preceding sentence, the scheduling of such compensatory time shall be at the sole discretion of the University.

d) Nothing in this Memorandum of Agreement shall be deemed to permit any University to require any administrator who is a non-exempt employee to accept compensatory time in lieu of overtime compensation unless such administrator shall have requested the same and the University, to the extent that it does so, shall have granted such request.

e) Nothing in this Memorandum of Agreement shall be construed to permit any administrator who is a non-exempt employee to accrue hours of compensatory time in excess of the number of hours (generally 240) permitted by the FLSA.

4. Review of Status. Any administrator shall be entitled to request that the University at which he or she is employed review the classification of his or her position as exempt or non-exempt within the meaning of the FLSA. An administrator shall be entitled to make such request on the following occasions:

a) Within thirty (30) days following the date of execution of this Memorandum of Agreement;

b) Within thirty (30) days following the date on which he or she has been notified of his/her status; and

c) Within thirty (30) days following the date on which he or she first occupies such position; and

d) Within thirty (30) days following the date on which any significant change is made in the work assignments or job description of his or her position.

Every such request shall contain a summary statement of the reasons for which it is made and shall be directed to the University's Director of Human Resources with a copy to the Chapter President.

Upon its receipt of any such request, the University shall make a decision concerning the classification of the position in question as promptly as is practicable. In doing so, it shall, at the Association's request, consult with the Association and the affected administrator concerning the latter's request and the basis for it.

Nothing in this Memorandum of Agreement shall be deemed to limit the authority of any University, at any time and from time to time and with or without a request therefor being made by an administrator, to classify or reclassify any position as exempt or non-exempt or to make any enquiry or investigation that it thinks necessary or appropriate for the purpose of deciding whether to do so.

For the purpose of the Agreement and this Memorandum of Agreement, the University's decision to classify or reclassify a position shall be final and binding and shall not be made the subject of any proceeding under Article XI of the Agreement.

5. Postings of Vacant Positions. When posting any vacant position pursuant to section A(1) of Article VI of the Agreement and when giving to the Chapter President any notice of the kind required to be given by section A(2)(b) of Article VI, the University shall include in the positing or the notice a statement that the University, as of the time of such posting or notice, has, as the case may be, classified the vacant position as exempt or non-exempt.

Nothing in this section 5 shall be deemed to limit the authority of the University under the preceding section 4.

6. Record-keeping. Each University shall have the right to make and to keep all such records as it deems necessary or appropriate for the purpose of complying with the requirements of the FLSA as they are from time to time. For these purposes, the Association recognizes and agrees that each University has the right to require of its administrators who are non-exempt employees that they record, in such manner as the University may from time to time require, an accurate record of their hours of work, including on each day the time at which they commence work, the time at which they leave work for any meal or other break, the time at which they return to work thereafter, and the time at which they cease work. Before altering in any significant way the manner in which it requires administrators who are non-exempt employees to record their time, a University shall first consult with the Chapter President.

7. Transition. Each of the administrators whose name and position appear on the document, styled "Non-Exempt APA Positions," that is annexed to this Memorandum of Agreement as its Appendix A shall be entitled to the following overtime as compensation for any hours of overtime that he or she may have worked during the period commencing on August 23, 2004, and ending on April 16, 2005 (the "Transition Period").

   a) Unless he or she shall have made the election described in the following paragraph (b), each such administrator shall be accorded twelve (12) hours of pay at his or her regular rate of pay (the equivalent of eight (8) hours of overtime) as full compensation for all such hours of overtime. Such pay shall be granted on the thirty-first (31st) day following the date of execution of this Memorandum of Agreement and shall be paid as promptly thereafter as is practicable.

   b) Within thirty (30) days following the date of execution of this Memorandum of Agreement, any such administrator may, in lieu of accepting the overtime pay otherwise to be granted under the preceding paragraph (a), elect to present to the University, in the person of its Director of Human Resources, such records and information, including statements of his or her supervisor, as he or she thinks relevant for the purpose of demonstrating that he or she worked more than eight (8) hours of overtime during the Transition Period. In each such case, the Director of Human Resources shall, as promptly as is practicable, decide how many hours of overtime he or she reasonably judges the administrator to have worked during the Transition Period; the Director of Human Resources shall exclude for these purposes any such hours of overtime for which the administrator has been paid overtime pay in accordance with the requirements of the FLSA or for which he or she has been granted compensatory time (whether or not the same has been used) in accordance with the FLSA. In making his or her decision, the Director of Human Resources shall, at the administrator's request,

consult with him or her and/or with the Chapter President. The Director of Human Resources shall thereupon grant to such administrator one and one-half (1 1/2) hours of pay at his or her regular rate of pay for each hour of overtime that he or she worked (but subject to the exclusion described above) during the Transition Period.

c) Every administrator to whom overtime pay has been granted pursuant to the preceding paragraph (a) or (b) may, in accordance with the provisions of section 3 and subject thereunder to the right of the University to deny the same in whole or in part, request that the University at which he or she is employed grant him or her one and one-half hours of compensatory time, in lieu of overtime pay, for each hour of overtime for which payment is to be made under either of such paragraphs.

d) Any compensatory time granted an employee pursuant to this section 7 shall be used on or before August 31, 2005.

8. Definition. For purposes of this Memorandum of Agreement, the word "administrator" shall have the meaning ascribed to it in the Agreement.

By:_____
Peter H. Tsaffaras
Board of Higher Education

By:_____
David A. Morwick
Association of Professional Administrators, MTA/NEA

Letter to Exempt Employees

RE: APA Agreement: Implementation of the Fair Labor Standards Act (Overtime Rules)

On August 23, 2004, the federal Department of Labor put into effect a new set of rules for use in determining whether an employee is or is not entitled to overtime pay under the Fair Labor Standards Act. Every employer must use those rules to determine whether each of its employees is, in the language of the Act, "exempt" or "non-exempt." Exempt employees, because they are classified as salaried "executive", "administrative" or "professional" employees within the meaning of the Act, are

not entitled to overtime pay when they work more than forty hours in a workweek. Non-exempt employees, because they fall into none of those three exempt classifications, are entitled to overtime pay (or to compensatory time off in lieu of overtime pay) whenever they work more than forty hours in a workweek; overtime pay is payable at the rate of one and a half times a non-exempt employee's regular hourly rate of pay for each hour of overtime worked.

In order to implement the Department of Labor's new rules, each University has undertaken a careful analysis -- it has taken several months -- of every position within the bargaining unit that the Association of Professional Administrators represents. In each case the University has decided whether a position is exempt or non-exempt under the new rules. In your case, the University has decided that the position you hold is a salaried executive, administrative or professional position within the meaning of the Act and that you are therefore an exempt employee.

Because the Universitys' implementation of the Department of Labor's new rules affects the conditions of employment of administrators whom the APA represents, the Board of Higher Education and the APA have just recently entered into a Memorandum of Agreement that addresses the affects that implementation of the Department of Labor's new rules will have on individual employees.

Because you are an exempt employee, the provisions of the Memorandum of Agreement are of only limited application to you. But there is one provision of which you should be aware, because it permits you to make a present request that the University review its decision to classify you as an exempt employee. To make such a request in accordance with the Memorandum of Agreement (see its section 4), you must:

a) address your request in writing to the University's Director of Human Resources no later than _____, 2005, with a copy to the Chapter President; and

b) include in your request a summary statement of the reasons why you think you have been incorrectly classified as an exempt employee.

Please note that you may also make such a request at any time in the future if a significant change is made in your work assignments or in your job description (see, again, section 4).

A copy of the Memorandum of Agreement that I describe just above is enclosed for your information. If you have questions about its provisions or about any of the points I make in this memorandum, please contract either me or your chapter president.

cc: Chapter President

Letter to Non-Exempt Employees

RE: APA Agreement: Implementation of the Fair Labor Standards Act (Overtime Rules)

On August 23, 2004, the federal Department of Labor put into effect a new set of rules for use in determining whether an employee is or is not entitled to overtime pay under the Fair Labor Standards Act. Every employer must use those rules to determine whether each of its employees is, in the language of the Act, "exempt" or "non-exempt." Exempt employees, because they are classified as salaried "executive", "administrative" or "professional" employees within the meaning of the Act, are not entitled to overtime pay when they work more than forty hours in a workweek. Non-exempt employees, because they fall into none of those three exempt classifications, are entitled to overtime

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pay (or to compensatory time off in lieu of overtime pay) whenever they work more than forty hours in a workweek; overtime pay is payable at the rate of one and a half times a non-exempt employee's regular hourly rate of pay for each hour of overtime worked.

In order to implement the Department of Labor's new rules, each University has undertaken a careful analysis -- it has taken several months -- of every position within the bargaining unit that the Association of Professional Administrators represents. In each case the University has decided whether a position is exempt or non-exempt under the new rules. In your case, the University has decided that the position you hold is not a salaried executive, administrative or professional position within the meaning of the Act and that you are therefore a non-exempt employee.

Because the Universitys' implementation of the Department of Labor's new rules affects the conditions of employment of administrators whom the APA represents, the Board of Higher Education and the APA have just recently entered into a Memorandum of Agreement that addresses the affects that implementation of the Department of Labor's new rules will have on individual employees.

Because you are a non-exempt employee, several provisions of the Memorandum of Agreement are of immediate application to you. In what follows, I briefly summarize those:

9. Review of Classification. Section 4 permits you to make a present request that the University review its decision to classify you as a non-exempt employee. To make such a request, you must:

a) address your request in writing to the University's Director of Human Resources no later than _____, 2005, with a copy to the Chapter President; and

b) include in your request a summary statement of the reasons why you think you have been incorrectly classified as a non-exempt employee.

Please note that you may also make such a request at any time in the future if a significant change is made in your work assignments or in your job description (see, again, section 4).

10. Entitlement to Overtime. For so long as the University classifies you as a non-exempt employee, it will pay you one and a half times your regular hourly rate of pay for each hour (or fraction of an hour) that you work over forty hours in a workweek.

a) For these purposes the University must and will keep an accurate record of the hours you work; to do so, it must record the time at which you commence work each day, the time at which you leave work for any meal or other break, the time at which you return to work thereafter, and the time at which you cease work. The University's authorities in this regard are described at Section 6.

b) You can only work overtime with the approval of your supervisor, and you must work overtime if your supervisor requires you to do so. These requirements are found at Section 2.

11. Compensatory Time. Whenever you work overtime, you are entitled to overtime pay in the manner described above. You are also entitled to request that the University convert some or all of any overtime you have worked to compensatory time. If the University grants such a request, you will be given one and a half hours of compensatory time for every hour of overtime that you work. The compensatory time is time you can take as paid leave. When you use the compensatory time as leave, you will be paid for it at your regular rate of pay.

The University has the right to schedule when you use any accumulated compensatory time. All compensatory time must be used within 120 days following the week in which it was earned as overtime. No employee is permitted to accumulate more than 240 hours of compensatory time.

The rules pertaining to compensatory time are set out in Section 3.

12. Transition Rule. Some non-exempt employees may have worked overtime during the period since the new rules went into effect on August 23, 2004. In light of that and because it is unclear whether there are adequately precise records of all administrators' hours of work during that period, the Universitys have agreed to the following transition rule -- it is set out in Section 7 -- for all non-exempt employees.

    a) Unless a non-exempt employee makes the election described in the next item (b), the University will grant him or her twelve hours of pay at his or her regular rate of pay as compensation for any overtime that may have been worked during that period. (This is equivalent to the pay for eight hours of overtime.)

    b) If an employee elects to do so instead, he or she may present to the University any appropriate records or information that show that he or she worked more than eight hours of overtime during that period; and the University will grant every such employee one and one-half hour of pay at his or her regular rate of pay as compensation for each hour of overtime that was actually worked during that period.

A copy of the Memorandum of Agreement is enclosed for your information; its provisions should be consulted for an understanding of the points I have merely summarized above. If you have questions about those provisions or about any of the points I make in this memorandum, please contract either me or your chapter president.

cc: Chapter President

APPENDIX O

SUPPLEMENTAL AGREEMENT

COVERING

PUBLIC SAFETY PERSONNEL

SECTION 1 - JOB RELATED TRAINING

A. Employees hired or promoted into public safety positions in the bargaining unit shall be covered by the following provisions and the Alcohol and Controlled Substances Testing Policy for Public Safety Personnel in Appendix P herein.
   1. The provisional service period as established in Article VIII, shall continue until the completion of the designated training program or the time limits established in said Article VIII, whichever is greater.
   2. For employees who fail to successfully complete the designated training program, the CEO shall have ten (10) working days to make a determination regarding the employee's status in accordance with Article VIII, Section A, 3 and the above.

B. Prior to a change in the type of training required or where a University is instituting a required program, the CEO or designee shall notify the appropriate union official.

C. Individuals hired or promoted into public safety positions shall be notified, prior to his/her date of hire/promotion, of the type of training required. For public safety positions in the bargaining unit, the position posting for the vacant position shall indicate the type of training, if any, required by the University and that the Alcohol and Controlled Substances Testing Policy for Public Safety Personnel would apply to the individual selected for the position. In addition, the individual shall be advised of the possible consequence of the failure to complete such training.

SECTION 2 - EMPLOYEE OBLIGATION AFTER TRAINING

Any provision of the Agreement to the contrary notwithstanding, the parties agree that any employee who is hired or promoted into a public safety position in the unit, and who is enrolled at the expense of the University in a job related training program shall, as a condition of employment, return to the service of the University for a period of service as set forth below for each month or portion thereof that the employee was enrolled in such job related training program. In default of the completion of such service, he/she will refund to the University an amount equal to such proportion of the salary received by him/her while enrolled in such job related training program as the amount of service not actually rendered bears to the entire amount of service agreed to be rendered.

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

A. For a training program of eight (8) weeks duration or less there is no obligation for continued service to the University.

B. For a training program of greater than eight (8) weeks duration but of less time than the training program for Municipal Police Officers conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of $5,000 or twenty four (24) months of service to the University from the date of graduation from such training is required.

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C. For a training program equivalent to that required for a Municipal Police Officer and conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of $7,000 or forty-two (42) months of service to the University from the date of graduation from such training is required.

SECTION 3 - ANNUAL TRAINING

A. All training required by state law shall be provided at the full expense of the University.

B. The employer agrees to make available materials that will permit employees to keep abreast of changes in laws and procedures.

C. Every uniformed public safety employee who is EMT certified will receive a yearly stipend. Effective January 1, 2014, the stipend shall be eight hundred dollars ($8000.00); effective January 1, 2015, the stipend shall be increased to eight hundred, fifty dollars ($850.00) and effective January 1, 2016, the stipend shall be increased to nine hundred dollars ($900.00). This stipend will be payable on the last payroll period in January subsequent to presentation of a valid certificate.

SECTION 4 - CLOTHING/EQUIPMENT ALLOWANCE

A. Each University shall be responsible for furnishing all required clothing and/or equipment necessary for employment at the campus; or such University shall establish a clothing and equipment allowance for each uniformed public safety employee. Effective January 1, 2014, the allowance shall be nine hundred dollars ($900.00); effective January 1, 2015, the allowance shall be increased to nine hundred and fifty dollars ($950.00) and effective January 1, 2016, the allowance shall be increased to one thousand dollars ($1000.00). Such allowance shall be per person and shall be for the purpose of purchasing clothing and equipment required by the campus. The provisions of this section shall not apply to the purchase of handguns.

   Payment made in accordance with the above shall be to a designated vendor or to the employee upon presentation of proper receipts from a designated vendor.

B. The University shall provide to each campus public safety employee who so requests a personal safety (bullet proof) vest. Such vest shall be purchased in the same manner as clothing and equipment. The Union recognizes that it may be necessary to phase in the initial purchase of vests over the term of the Agreement. The University will be cognizant of the manufacturer's recommended replacement date when deciding to make additional purchases. Campus public safety employees who request that a personal safety (bullet proof) vest be provided to them shall sign a statement indicating that the wearing of any vest so provided is a term and condition of employment.

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SECTION 5 - SPECIAL STATE POLICE

Where public safety personnel are warranted as Special State Police Officers in accordance with MGL Chapter 22C, Section 63, the costs of such appointments shall be borne by the University. Each such University will provide each Special State Police Officer with a photo identification card identifying such officer as a Campus/Special State Police Officer for that particular University.

SECTION 6 - IMMUNIZATION

The cost of immunization and booster shots of public safety personnel against Hepatitis B shall be borne by the University up to a maximum of Two Hundred and Fifty Dollars ($250.00) per individual. The CEO or his/her designee shall make arrangements for such immunizations and booster shots upon the written request of the individual. Such request shall include a stipulation that the University shall not be held responsible for adverse medical effects resulting from the immunization.

SECTION 7 - OFF DUTY INJURIES

If, on University property (owned by or leased), an off duty public safety employee is injured while carrying out responsibilities as a public safety employee, such employee shall be considered to have been on duty for purposes of worker's compensation.

SECTION 8 - PAID DETAIL

A. Campus security personnel in the unit will be given preference for paid details, including EMT details, before any outside employees. This includes details initiated by the University, and those that are paid for by an outside agency or organization. Unit employees who work such paid details shall be compensated at the rate of time and a half (1½) of their hourly rate for all time worked, but not less than four hours pay for each such paid detail worked.

B. Unit employees who are assigned to work supervisory paid details shall be compensated in the amount equivalent to the total amount paid to the highest-grade campus police offer for working that detail, including overtime, or at the rate of time and a half (1 ½) of their hourly rate for all time worked but not less than four hours, whichever is greater.

C. The University shall require a notice to the University of cancellation of a detail from the requester of the detail at least four (4) hours prior to the time the detail is scheduled to begin. If the requester of the detail fails to notify the University within the above specified limit, any unit member assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

D. Unless otherwise required by an emergency or unforeseen situation, employees assigned to a paid detail shall be dedicated to such detail until its completion.

APPENDIX P

Supplemental Agreement

Regarding the

Alcohol and Controlled Substances Testing Policy for Public Safety Personnel

PURPOSE OF ALCOHOL AND DRUG TESTING/SCREENING PROGRAM

The Board of Higher Education's Alcohol and Drug Testing/Screening Program employs five principles as a means to achieve the goals of providing public safety, a workplace free from the effects of alcohol and drug use and to ensure the fair treatment of employees.

The first principle is a commitment by the Board and the Union to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested and free from harassment by any supervisor. While only a supervisor can order testing, the parties recognize that all employees have a duty/responsibility to report suspicion abuse of alcohol and/or controlled substances. Where there is a complaint that a supervisor has harassed an employee(s) through the ordering of test(s), said supervisor shall be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug use. As such, the Board will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement. The Union may select representatives to voluntarily attend this specialized training at the Union's expense, depending on space availability.

The third principle is detection. To this end, the Board will employ alcohol and drug testing in post-incident situations, random testing, and testing based on reasonable suspicion. All testing will be done by a laboratory certified under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace alcohol and drug testing programs.

The fourth principle is treatment and rehabilitation. The Board supports rehabilitation for those employees whose job is in jeopardy yet who sincerely desire rehabilitation services. All employees are encouraged to receive help for alcohol and drug problems through participation in a recognized, certified Rehabilitation Program.

The fifth principle is enforcement, which is essential if deterrence, rehabilitation and detection are to be successful. All employees must be fit for duty, as defined within this program. As required by the Federal Drug-Free Workplace Act of 1988, this Alcohol and Drug Testing/Screening program proactively notifies all employees that the unlawful manufacture, distribution, dispensing, possession and/or use of a controlled substance is strictly prohibited at all times and on institution property and in the conduct of institutional business.

Employees found to be in violation of any of the provisions contained in this Alcohol and Drug Testing/Screening Program shall be subject to discipline in accordance with the disciplinary authority set forth in this Agreement.

DEFINITIONS

Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol, methyl, or isopropyl alcohol.
Alcohol Concentration – Also called alcohol content. The alcohol volume of blood as indicated by an evidential blood test.

Alcohol Use – The consumption of any beverage, mixture or preparation, including medication, containing alcohol.

Confirmation Test – In alcohol testing, a second test with a result of 0.04 or greater, that provides a quantitative measurement of alcohol concentration.

Controlled Substances – In this policy, the term drugs and controlled substances are interchangeable and have the same meaning. Unless otherwise provided, in accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.

Public Safety Personnel – All unit members who are public safety personnel assigned to campus police departments at the State Universitys of Massachusetts.

Medical Review Officer (MRO)– A licensed physician (MD or OD) responsible for interpreting lab results from the Alcohol and Drug Testing/Screening Program.

Screening Test – In alcohol testing, the initial test performed to determine if an individual has a prohibited concentration of alcohol in his or her system. In controlled substance testing, a procedure to eliminate negative urine specimens from further consideration.

Substance Abuse – Refers to patterns of alcohol or controlled substance use that result in negative health consequences, impairments in social, psychological, and/or occupational functioning.

Substance Abuse Professional (SAP)– A licensed physician (MD or OD) or a licensed or certified psychologist, social worker, or addiction counselor with experience in the diagnosis and treatment of alcohol and substance problems.

WHAT ARE THE ALCOHOL AND DRUG PROHIBITIONS?

A. Alcohol Prohibitions: Public Safety Personnel may NOT report for duty or stay on duty:
   a) With a blood alcohol concentration of 0.04 or greater; or,
   b) If in possession of alcohol (unless it is being transported as cargo); or,
   c) Within four hours of using alcohol (if not on standby, no penalty shall result from declining a call-in until at least four hours has passed since the last consumption of alcohol)

   Public Safety Personnel who have had an on-duty accident may not use alcohol until initial post-incident investigation is completed or they are released from duty.

   Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at

fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.

Public Safety Personnel may not refuse to submit to alcohol testing. Refusal shall be considered a positive test.

B. Drug Prohibitions: Public Safety Personnel may NOT report for duty or stay on duty while using any illegal drug(s), or controlled substance(s), except when said controlled substance has been prescribed by a physician and does not interfere with one's ability to perform the functions of his or her position in a satisfactory manner.

Public Safety Personnel shall not report for or stay on duty if he/she has tested positive for illegal drugs and/or a controlled substance.

Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.

Public Safety Personnel may not refuse to submit to drug testing. Refusal shall be considered a positive test.

WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

There are particular situations where testing of public safety personnel can be done to determine the presence of alcohol and/or drugs:

1. Post-Incident: Any public safety personnel shall be subject to an immediate post-incident alcohol and/or drug test when involved in a "critical incident." A "critical incident" may be defined as:
   a. The actions of any on-duty employee which results in the death or serious bodily injury of a person by any means; or,
   b. The operation of a vehicle while on-duty which results in a fatal traffic accident or an accident causing any serious bodily injury or property damage in excess of $2,500.00; or,
   c. Where the actions of an on-duty employee causes serious bodily injury or death to a person by the use of a firearm; or,
   d. Where the actions of an off-duty employee causes serious bodily injury or death to a person by the use of a University provided firearm. Such testing to be conducted as soon as brought to the University's attention, if possible.
2. Random: All public safety personnel shall be subject to unannounced, random testing not more than twice per year, by a process designed to ensure that each public safety employee receives an equal chance of being tested each time selections are made. A public safety employee may be subjected to random testing only one time per year for drugs and one time per year for alcohol. Random testing for alcohol and/or drugs must be done immediately before, during or after performing public safety functions. Random alcohol and/or drug testing can be performed any time the employee is working normally scheduled work. Each University President shall designate an individual who will be responsible for notifying selected public safety employees regarding random testing and maintaining all University records pertaining to

testing dates/times and results. When the employee is notified that he or she has been selected for random testing, the employee must report immediately to the designated testing site.

- Alcohol: Up to 15% of all Public Safety Personnel may be randomly tested for alcohol during each year of the testing program
- Drug: Up to 25% of all Public Safety Personnel may be randomly tested for controlled substances during each year of the testing program.

3. Reasonable Suspicion: All unit members shall be subject to an immediate alcohol and/or drug test if reasonable suspicion of alcohol and/or drug use is determined by the employee's supervisor. Appearance, speech, behavior, and body odor are factors in determining reasonable suspicion. Observations by the employer must be made during working hours. Any decision to test based upon reasonable suspicion of alcohol or drug use must be determined by a non-unit supervisor who has received specialized training in detection. When practical, efforts shall be made to obtain a second non-unit supervisor to confirm reasonable suspicion.
   a. Alcohol testing for reasonable suspicion should take place within two hours of the observation. Test that cannot be done within eight hours of the observation should not be conducted.
   b. Public Safety Personnel may not report for duty or stay on the job while under the influence of alcohol. The employer will not allow any employee to perform public safety duties until
      1) His/her alcohol concentration is less than 0.04 or
      2) 24 hours have passed from the time of the initial testing.
   c. The employer will not take action against a public safety employee covered by this policy regarding alcohol misuse on the job unless an alcohol test was administered.
4. Transfer:
   a. All unit members shall be subject to testing immediately prior to a transfer into a public safety function from another position within the Unit. Any individual who tests positive shall remain in his or her current position and shall not be selected for transfer.
   b. Public safety personnel who are transferred or promoted within the unit shall not be subjected to additional testing.
   c. Notification of alcohol and drug testing shall be included in the job posting for public safety positions.

WHAT HAPPENS IF I REFUSE TO BE TESTED?

Public Safety Personnel must submit to alcohol and drug testing. If a unit member refuses to be tested, it is considered a positive test result, the consequences of which will be in effect. Refusal to test is defined as any time the employee either fails to provide enough blood for alcohol testing or enough urine for controlled substances testing (without a valid medical excuse) after being notified of the test, or if the employee otherwise obstructs the testing process.

HOW IS ALCOHOL TESTING DONE?

Alcohol testing is done by analyzing a blood sample, which is collected in a private location.

- The collection site person collects the blood sample in the employee's presence. The sample is sent to a testing laboratory certified by the DHHS.
- At the laboratory, a screening test is performed on the primary sample. If the reading is less than 0.04 the test will be reported as negative.
- If the employee refuses to be tested or to sign the testing form, the test is considered to be positive and the laboratory will immediately notify the Designated Employer Representative.

HOW IS DRUG TESTING DONE?

Drug testing is done by analyzing a urine sample, which is collected in a private location.

- In accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.
- The collection site person divides the urine sample into two containers in the employee's presence. The primary sample is sent to a testing laboratory certified by the DHHS.
- At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
- The confirmation test will be done (on the same sample) using a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
- If the first test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a medical reason for drug use. If the MRO determines a legitimate medical reason, the test may be reported as negative.
- After being notified that the first test was positive, the employee will have 48 hours to contact the MRO and request a test of the split specimen. If the employee does not contact the MRO within 48 hours, but can prove a legitimate reason for not doing so, the MRO may order the split specimen to be tested per request of the employee. The MRO will then notify the designated University Representative of the request for the second test. To ensure objectivity, the split specimen is sent to a different DHHS certified lab for testing. The costs associated with testing a split specimen shall be the responsibility of the employer.
- Removal from public safety duties is required following the first positive drug test. The University must place the employee on paid administrative leave upon notification of the first positive drug test. If the analysis of the split sample does not confirm the presence of a drug, the MRO shall report this to the employer and the employee. In this case any paid leave used or time off the payroll will be restored to the employee.

WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS?

Notwithstanding all other provisions of the Agreement, the following consequences will be the maximum penalties applicable solely for the violations below, and shall be imposed only for just cause enforceable under the procedures set forth in Article XI up to and including arbitration:

- A test of less than 0.040 shall not be considered a positive test.

Positive alcohol tests

A. Alcohol tests at or above 0.040 but under 0.060
- If a test for alcohol results in at least 0.040 but less than 0.060, the employee will immediately be sent home without loss of pay on each occasion and receive a "Written Warning". This warning will be placed in the employee's personnel file.
- No return to duty test is required for an alcohol test result less than 0.060.

B. Alcohol tests at or above 0.060

- First positive: One (1) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
- Second Positive within three (3) years: ten (10) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
- Third Positive within three (3) years: thirty (30) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
- Fourth Positive within three (3) years: discharge.
- Return to Duty testing is required for Public Safety Personnel who have tested positive for an alcohol concentration of 0.060 or above before they return to work. MRO and/or SAP authorized return to duty tests will be paid for by the employer.
- Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow –up testing may continue for up to three years.

Positive drug tests

- First Positive: Five (5) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
- Second Positive within three (3) years: discharge.
- Return to Duty testing is required for Public Safety Personnel who have tested positive for illegal drugs and/or controlled substances before they return to work. MRO/SAP authorized return to duty tests will be paid for by the employer.
- Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow –up testing may continue for up to three years.

General Provisions for Alcohol and Drug Testing

Payment of recommended programs will be covered by the employee's health insurance according to the terms set forth in the policy, i.e. deductibles and co-payments are the responsibility of the employee.

If an employee has an Adulterated Alcohol/Drug Test (i.e. the specimen had been tampered with by the employee) it will be considered a refusal to test and shall be subject to penalties the same as a positive test.

WHERE CAN I GO FOR HELP?

This policy requires that the employer provide employees with an opportunity for treatment. Absences from work needed for treatment shall be covered by applicable sick leave and/or FMLA policies and procedures. If an employee violates an alcohol or drug prohibition, the employee must be evaluated by a substance abuse professional to determine what help is needed, and is subject to disciplinary action up to and including termination, as specified above.

WHEN CAN EMPLOYEE RETURN TO WORK?

Before returning to a public safety position, the employee must:

- Have an alcohol concentration of less than 0.04, or a verified negative drug test, depending on the violation,
- Complete a recommended program of treatment, if any,

- Complete up to six follow-up tests within the first year back to work (follow-up testing may be done for up to three years after return to work.)

ENFORCEMENT

All supervisors will be expected to enforce the Alcohol and Controlled Substances Testing Policy for Public Safety Personnel consistent with its terms and conditions. However, APA supervisors may not order testing of other APA unit members. Any supervisor found to ignore or disregard the provisions of this policy will be subject to discipline.

TRANSPORTATION OF EMPLOYEES

If an employee is subject to testing through a post-incident or reasonable suspicion test, the University will transport the employee to the testing site and make transportation available from the testing site to his or her home.

Upon notification of a positive random drug test, if the employee is on-duty, the University will arrange for transportation for the employee to his or her home.

REFILL OF POSITION

The University reserves the right to refill positions as necessary (on a temporary basis).

USE OF EMPLOYEES' TIME

Separate from any disciplinary action referenced in this policy, should the employee be required to be out of work as a consequence of a course of treatment required for any violation of this policy, he/she shall first use any and all sick time available to him/her, then any personal days or compensatory time, then any unused vacation time. Any days necessary after that may be unpaid unless the employee applies for and is approved for Sick Leave Bank as outlined in the Collective Bargaining Agreement.

I have read and/or have had explained to me, the Alcohol and Controlled Substances Testing Policy, as approved by the Board of Higher Education and the Association of Professional Administrators.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

APPENDIX Q

Memorandum of Agreement regarding Child Care Center at BSU

The parties agreed to the following amendments to the Agreement between the parties, commencing on May 23, 2011.

1. Pursuant to the decision of the Massachusetts Division of Labor Relations in the matter docketed at CAS-07-3707, certain positions in the Children's Center at Bridgewater State University (BSU) are accreted to the APA unit.

2. The titles of the newly-accreted Children's Center positions shall be Staff Assistant/Lead Teacher and Staff Assistant/Teacher (hereinafter referred to as "Children's Center Teachers").

3. The Children's Center Teachers shall continue to work the same number of weeks per year that they worked prior to the execution of this Memorandum of Agreement.

4. The specific work hours of the Children's Center Teachers are defined pursuant to applicable teacher licensing and accreditation standards.

    a. The work day for Children's Center Teachers with an FTE of 1.0 will be eight (8) hours inclusive of a 40-minute lunch break. Starting and ending times for each teacher will be determined by the Director of the Children's Center based upon operational needs.

    b. The work day for Children's Center Teachers with an FTE of less than 1.0 will be determined by the Director of the Children's Center director based upon operational needs and the actual FTE of the position. If the Teacher works greater than six (6) hours during the day, the Teacher will be eligible for a 30-minute lunch break, inclusive of the Teacher's day.

5. The Children's Center Teachers shall be afforded any and all applicable protections and benefits as provided by the agreements between The Board of Higher Education and the Association of Professional Administrators, MTA/NEA dated January 1, 2009-December 31, 2011 and January 1, 2012 – December 31, 2013. The parties acknowledge that the employer may be unable to approve vacation leaves requested by Children's Center Teachers until the employer is able to develop a schedule that will accommodate such requests and the coverage required by the employer. The employer will commence development of such a schedule promptly.

6. Children's Center Teachers will be evaluated according to the same procedures outlined in Article IV of the 2012-2013 Agreement, except that such evaluation shall be initiated at the conclusion of each academic year. The evaluation tool used is that currently in use at BSU, which was developed to evaluate the performance of a teacher and the job responsibilities associated with teaching and child development.