

Collective Bargaining Agreement

Between

**UNIVERSITY OF MASSACHUSETTS
MEDICAL SCHOOL**

And the

**UMASS WORCESTER POLICE OFFICERS UNION
NEPBA LOCAL 90**

For the period
July 1, 2018 to June 30, 2021

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PREAMBLE

This Agreement entered into by the University of Massachusetts Medical School, hereinafter referred to as UMMS, and the New England Police Benevolent Association, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms and conditions of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

The parties specifically agree that the statements made in this Preamble are not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 1 RECOGNITION

The University of Massachusetts Medical School, hereinafter referred to as UMMS, recognizes the New England Police Benevolent Association, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for all full-time and regular part-time University Police Officers (UPO's) as established by the Division of Labor Relations Certification SCR-08-2266.

Should any new classifications(s) be added to the workforce, upon request by the Union, UMMS and the Union shall consult to mutually determine if such new classifications(s)/title(s) shall be added to the bargaining unit.

ARTICLE 2 RULES AND REGULATIONS

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

MGL Chapter 7 S. 28 p. 2 (Red Book);
MGL Chapter 30 S. 24A
MGL Chapter 30 S. 45 p. 4 and 5 (Gray Book)
MGL Chapter 30 S. 46 p. 1, 4 and 10
MGL Chapter 30 S. 53
MGL Chapter 149 S. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42

ARTICLE 3 UNION SECURITY DUES CHECKOFF

Section 1.

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

Section 2.

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

Section 3.

A UPO may consent in writing to the authorization of the deduction of an Agency Service Fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to UMMS and shall bear the signature of the UPO. A UPO may withdraw his/her Agency Service Fee checkoff authorization by giving at least sixty (60) days' notice in writing to the Human Resources Department and the Secretary/Treasurer of the Union.

Section 4.

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

Section 5.

A UPO may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the union as the recipient thereof. Such consent shall be in a form acceptable to UMMS and shall bear the signature of the UPO. A UPO may withdraw his/her political education fund fee authorization by giving at least sixty (60) day notice in writing. UMMS shall deduct such political education fund fee from the pay of the UPOs who request such deduction and shall monthly transmit deduction to the Treasurer of the Union together with a list of UPO's whose political education fund fees are transmitted.

ARTICLE 4 AGENCY SERVICE FEE

Section 1.

Each UPO who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by UPOs who are members of the Union.

Section 2.

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

Section 3.

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

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order UMMS to pay such agency service fee on behalf of the UPO. If the arbitrator decides that a UPO has failed to pay or authorize the payment of an agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such UPO.

Section 5.

It is specifically agreed that UMMS assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Union Security Dues Checkoff Article, and the Union hereby agrees it will indemnify and hold UMMS harmless from any claims, actions or proceedings by a UPO arising from the termination of a UPO or from deductions made by UMMS.

ARTICLE 5 UNION BUSINESS

Section 1. Union Representation

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

Section 2. Grievance Processing

Except as hereinafter provided, Union business shall be conducted by Union stewards and officials on off-duty hours.

Union stewards and officials shall be permitted to have reasonable time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have reasonable time off without loss of pay for processing their grievance through the grievance procedure. For class action grievances, no more than two (2) grievants shall be granted such leave. Requests for such time off shall be made to the Chief of Police/designee in advance and shall not be unreasonably denied. No steward or other representative of the Union shall at any time use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other UPO.

The Union will furnish the Director of Labor Relations with a list of Union stewards and their jurisdictions upon request.

Section 3. Paid Union Leave of Absence

A. Leave of absence without loss of wages or benefits as provided by this Agreement may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require the prior approval of the Chief of Police/designee. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.

B. Leaves of absence without loss of wages or benefits as provided by this Agreement may be granted to Union negotiating committee members for attendance at negotiating sessions with UMMS and related Union caucuses. Such leave will require the prior approval of the Chief of Police/designee.

C. Leaves of absence without loss of wages or benefits as provided by this Agreement may be granted for attendance at joint labor-management meetings. Such leave will require the prior approval of the Chief of Police/designee.

Section 4. Unpaid Union Leave of Absence

Upon request by the Union, an UPO may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the Chief of Police is required for all such leaves of absence or the extension thereof. While on such a leave, the UPO is not entitled to any benefits.

A Union Officer or Steward may be granted a leave of absence without pay to attend executive board meetings and other local union meetings. Such leave will require the prior approval of the Chief of Police/designee. While on such a leave, the UPO will not lose any benefits.

Section 5. Attendance at Hearings

A. Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and UMMS. Such leave will require prior approval of the Chief of police/designee. Witness called by the Union to testify at a Step 2 hearing or in an arbitration proceeding may be granted time off without loss of benefits or other privileges (not including wages).

B. Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits as provided by this Agreement.

All leave granted under this section shall require prior approval of the Chief of Police/designee.

Section 6. Union Use of Premises

A. Upon request to the Director of Labor Relations, the Union may be permitted to use UMMS' facilities for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of UMMS' facilities during off duty hours for Union meetings subject to UMMS policy.

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

B. NEPBA shall be granted a sufficient amount of space in the police station for a two-drawer file cabinet. The placement of the file cabinet shall be at the discretion of the Chief of Police/designee.

Section 7. Bulletin Boards

The Union may post notices only on bulletin boards designated by the Chief of Police or an adequate part thereof in places and locations where notices usually are posted by the Public Safety Department for UPOs to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify UPOs of matters pertaining to Union affairs. The notices may remain posted for two weeks. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth, UMMS or any of its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. Any violation of this Section by the Union or any of its members shall entitle UMMS to disregard its obligations under this Section.

Section 8. Employer Provision of Information

Upon request, UMMS shall provide the Union with lists of all new UPOs in the bargaining unit, date of employment and classification; lists of all UPOs who have been terminated; lists of all UPOs who withdraw checkoff authorizations within two months of such withdrawal and lists of UPOs in each bargaining unit, including title and last date of hire.

Section 9. Orientation

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

ARTICLE 6 NON-DISCRIMINATION

Section 1.

UMMS and the Union agree not to discriminate against UPOs covered by this Agreement in accordance with Massachusetts General Laws Chapter 151B Section 4.

Section 2.

Any charges of discrimination in violation of this Article made by an UPO, shall be subject to UMMS' Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the grievance and arbitration procedure contained in Article 27 of this Agreement. Any disciplinary actions taken against UPOs covered by this Agreement shall be subject to either UMMS' Equal Employment Opportunity grievance procedure or the grievance and arbitration procedure contained in Article 27 Section 1 of this Agreement but under no circumstances may an UPO under such circumstances utilize both grievance procedures. Additionally, an UPO who chooses to pursue a claim in court, at the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission or some other administrative forum, may not also utilize the grievance and arbitration procedure contained in Article 27 of this Agreement.

ARTICLE 7 WORKWEEK AND WORK SCHEDULES

Section 1. Shifts

A. Full-time UPOs shall work one of the following shifts: 7:00am to 3:00 pm ; 3:00 pm to 11:00 pm; 11:00 pm to 7:00 am; or other shifts as designated by the Chief, and are entitled to a forty-five minute meal period, 30 minutes of which is paid, and be paid for eight hours each day.

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

C. When UMMS desires to change the regular work schedule of an UPO, the affected UPO shall be given at least seven calendar days written notice of such contemplated change, except in cases of emergency involving the protection of the property of UMMS or involving the health and safety of those persons whose care and/or custody have been entrusted to UMMS.

D. To the extent practicable, the normal workweek shall consist of five consecutive days, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, UPOs in continuous operations shall receive two consecutive days off in each seven day period.

Section 2. Overtime

A. An UPO shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week. Effective October 2, 2016, if sick leave, holiday compensatory time, or personal time is used in the same work week, it shall not be considered as time worked for the purposes of calculating overtime compensation.

B. Compensatory time off in lieu of pay for overtime work may be granted to an UPO at the option of the Chief of Police and with the consent of the UPO. Such compensatory time shall be at time and one-half for each hour worked. UMMS shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an UPO during the remainder of a workweek in which the UPO has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to UPO who, because of the nature of the duties of their position, work an irregular workday, nor shall it apply to UPOs who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Chief Executive Officer or his/her designee.

C. A UPO who is forced to work mandatory overtime by the Chief of Police/designee and then subsequently uses sick leave within the same week, shall have his/her use of sick leave that week counted as time worked for the purpose of calculating overtime compensation.

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

E. UMMS shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

F. Overtime shall be distributed as equitably and impartially as practicable among persons who ordinarily perform such related work in the normal course of their workweek.

G. The provisions of this Section shall not apply to UPOs on full travel status.

H. In instances where no UPO can be found to perform police overtime after polling UPOs through the rotating card system, UMMS may assign no more than eight (8) hours of such work to the least senior UPO on duty. The UPO who was most recently forced shall be the last UPO considered for the next force. Additionally, a UPO who has worked voluntary overtime on his/her sixth (6th) day, shall not be forced for his/her seventh (7th) day. In no event shall this section preclude UMMS from staffing as required to meet the needs of an exigent circumstance.

Section 3. Regular Meal Periods

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

Section 4. Rest Periods

UPOs shall be granted two (2) fifteen (15) minute rest periods per work day separate from the meal period. A UPO who does not receive a rest period shall not be entitled to compensation nor be entitled to reduce his/her work day.

Section 5. Call Back Pay

A UPO who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to an UPO who is called in to start his/her shift early and who continues to work that shift or an UPO asked to remain on duty after completion of his/her shift.

Section 6. Court Time

A UPO who, while off duty, is required by UMMS to appear as a witness for the Commonwealth in a criminal case, (in district, juvenile or superior court, Licensing and Police Commissions, and show cause hearings) and civil cases arising out of such criminal cases, shall be paid at a rate of time and one-half. The UPO will be paid a minimum of four hours at the time and one-half rate.

Section 7. Shift Differential

- A. Effective January 1, 2011, Police Officers rendering service on the second shift (3:00 pm to 11:00 pm) shall receive a shift differential of \$1.75 per hour for each full hour worked. Police Officers rendering service on the third shift (11:00pm to 7:00 am) shall receive a shift differential of \$2.50 per hour for each full hour worked. Consistent with the University definition of weekend schedules, officers rendering service on the following shifts shall receive shift differentials as defined below:

Weekend Shift (Days-Saturday 7:00 am - 3:00 pm; Sunday 7:00 am – 3:00 pm) shall receive a shift differential of \$1.75.

Weekend Shift (Evenings-Saturday 3:00 – 11:00 pm; Sunday 3:00 pm – 11:00 pm) shall receive a shift differential of \$2.00.

Weekend Shift 9 (Overnight – Friday 11:00 pm – Saturday 7:00 am; Saturday 11:00 pm – Sunday 7:00 am) shall receive a shift differential of \$2.50.

No other shift differential shall be paid for service rendered during this period.

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

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

- D. For the purpose of computing overtime pay of UPOs covered by this Section the procedure to be followed shall be:

Step 1: compute salary due the UPO as if all hours worked were at the straight time rate;

Step 2: Add the appropriate shift differential to the amount specified in Step 1;

Step 3: Divide this sum by the total number of hours worked in that week;

Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the UPO is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

Section 8. Details

Notwithstanding any provision of the Collective Bargaining Agreement to the contrary, the parties agree that the outside/private paid detail rate for NEPBA Local

90 who are working for outside parties except a contractor working on behalf of the University shall be paid as follows:

Outside detail: Overtime rate-current detail overtime rate for patrol officers of Worcester Police. Examples of this type of detail are, but are not limited to, outside contractors requiring police services for traffic direction in the roadway (construction) which are not sponsored by the University. The Chief of Police or designee will decide if overtime is considered University related or outside detail. The decision of the Chief of Police or designee is not grievable. The University of Massachusetts may charge up to a 10% administrative fee to the outside entity in addition to the specified hourly rate listed in this section.

ARTICLE 8 LEAVE

Section 1. Sick Leave

A. A full-time UPO shall accumulate sick leave with pay credits at the rate of one and one quarter days for each full payroll month of employment for a total of fifteen (15) days per year. A UPO on any leave with pay, or industrial accident leave, shall accumulate sick leave.

B. A regular part-time UPO shall accumulate sick leave in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted, at the discretion of UMMS, to a UPO only under the following conditions:

1. when a UPO cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. when the spouse, child, or parent of either the UPO or his/her spouse or a relative living in the immediate household of a UPO, is ill, the UPO may utilize sick leave credits up to a maximum of ten (10) days per year, except in cases of demonstrated medical emergency for life threatening/terminal illness in which case a UPO may use up to fifteen (15) days per calendar year;
3. when through exposure to contagious disease, the presence of the UPO at his/her work location would jeopardize the health of others.

D. Sick leave credit shall be accrued by UPOs as follows:

1. A full-time UPO shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.
2. A regular part-time UPO shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time UPO.
3. Employees hired after July 1, 2001 may accrue a maximum of nine hundred and sixty hours (960) of sick time (one hundred and twenty days). There is no limit to the amount of sick time that may be accrued by an employee actively employed prior to July 1, 2001.

4. An employee on an unpaid leave for maternity will receive sick accrual for up to the first eight weeks of the leave, when she returns to work.

E. Whenever the Chief of Police or his/her designee has reason to believe that sick leave is being abused or whenever a UPO has been absent on account of sickness in excess of five days, the Chief of Police or designee may require the UPO to present a physician's statement indicating the medical reason for the absence. Failure of a UPO to present such statement within seven (7) working days, may, at the discretion of the Chief of Police or designee, result in discipline and/or the absence being treated as absence without pay.

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

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

H. If an UPO who is absent due to illness has no sick leave credits remaining, the absence will be automatically charged to available holiday compensatory time. If no holiday compensatory time remains, the absence will be charged to available personal time, then vacation and finally absence without pay. Such leave shall be charged on the same basis as provided in subsection G.

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

- (1) Illness of said UPO;
- (2) Dismissal through no fault or delinquency attributable solely to said UPO; or
- (3) Injury while in the employment of the Employer in the line of duty, and for which said UPO would be entitled to receive Workmen's Compensation benefits.

J. Notification of absences under this Article must be given to the Chief of Police or his/her designee at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the Chief of Police/designee, be applied to absence without pay. In extraordinary

circumstances beyond the control of the UPO, the above notification period may be waived.

K. No UPO shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such UPO (including any sick leave bank provisions).

L. UPOs whose services with UMMS are terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. UPOs who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the UPO's pension benefit.

M. Sick leave credits earned by a UPO following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

Section 2. Paid Personal Leave

A. Effective on the first Sunday on the first payroll day of the new calendar year, full time employees will be credited annually with three paid personal leave days which may be taken during the following twelve months. A regular part-time employee shall be granted paid personal leave in the same proportion that his/her part-time service bears to full-time service.

All employees hired as of January 1, 2017 will receive 2 personal days.

B. Both the Union and the UMMS agree that employees will give as much advance notice as possible when they wish to take paid personal leave and both UMMS and the employees agree that personal requests submitted without advance notice may cause undue hardship for all personnel and should be reserved for urgent or necessitous reasons. Personal leave days may be taken at a time or times requested by the employee with the exception of requests that place the Department below minimum staffing levels, University holidays, and University events as designated by the Director of Public Safety on the weekly schedule. Examples of such events include, Convocation, Walk to Cure Cancer and Commencement. Personal leave may be taken in units of two (2) hours and may be used in conjunction with vacation leave. The parties agree that this procedure shall continue on a trial basis until June 30, 2013.

C. Effective July 1, 2017, full-time UPOs hired or promoted into the bargaining unit on or after the beginning of each calendar year will be credited with paid personal leave in accordance with the following schedule:

| <u>Date of Hire or Promotion into the Unit</u> | <u>Number of Paid Personal Leave Days</u> |
|--|---|
|--|---|

Upon Hire

| | |
|-------------------------|--------|
| January 1 – June 30 | 2 days |
| July 1 – September 30 | 1 day |
| October 1 – December 31 | 0 days |

D. Any paid personal leave not taken by the payroll year end of each calendar year will be forfeited by the UPO.

Section 3. Bereavement Leave

A. Upon evidence satisfactory to the Chief of Police of the death of a spouse, child, parent, brother, sister, grandparent, or grandchild of a UPO, or parent of spouse, or person living in the household, a UPO shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days. In addition, maximum of two (2) consecutive working days shall be available for use by a UPO in case of the death of his/her spouse's brother, sister, grandparent, great-grandparent or grandchild.

B. Any days granted under this Article must be taken within ten (10) working days of the date of the death.

Section 4. Voting Leave

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

Section 5. Jury Duty Leave

UMMS shall grant jury duty leave in accordance with all state and federal laws.

Section 6. Military Leave

UMMS shall grant military leave in accordance with all state and federal laws.

Section 7. Family and Medical Leave Act Leaves

UMMS shall grant Family and Medical Leave Act Leaves in accordance with the Family and Medical Leave Act.

Section 9. Education Leave

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

Section 10. Unpaid Personal Leave

A. An unpaid personal leave of absence, other than herein before specified, may be granted by UMMS for employees who have completed six (6) months of

service upon the written request of an UPO at least sixty (60) days in advance. Unpaid personal leave may not exceed thirty (30) days. Requests for an unpaid leave in excess of four (4) weeks may be granted in certain circumstances.

- B. Before an unpaid personal leave can begin, an employee must use all accrued vacation, personal, holiday compensatory time and sick time when appropriate.
- C. Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the terms of such leave.

Section 11. Notice of Benefits

UMMS shall continue to inform each UPO of the number of available sick leave and vacation leave days accumulated.

ARTICLE 9 VACATIONS

Section 1.

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

| <u>Length of continuous full-time "creditable service" as of the end of each applicable month.</u> | <u>Vacation Credit Accrued</u> |
|--|--|
| less than fifty-four (54) months | 5/6 day per month (total of ten days per year) |
| Fifty-four (54) months, but less than One hundred fourteen (114) months | 1 1/4 days per month (total of 15 days per year) |
| One hundred fourteen (114) months but less than two hundred thirty-four (234) | 1 2/3 days per month (total of 20 days per year) months. |
| Two hundred thirty-four months (234) or more | 2 1/2 days per month (total of 25 days per year) |

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

C. Vacation accrual caps will be reduced from 360 hours to 240 hours on or after January 1, 2017. Employees with vacation accruals above the cap will be paid the hours in excess of the cap at their current rate of pay.

NEPBA 90 members shall be subject to UMMS Vacation Time Policy 06.01.14 after vacation hours above 240 have been paid out.

Section 2.

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

Section 3.

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

Section 4.

A full-time UPO on leave without pay and/or absent without pay for two or more cumulative days in any month shall not accrue vacation leave for such month and such month shall not be deemed to be "creditable service". An employee on unpaid leave for maternity will receive vacation accrual for up to the first eight weeks of the leave when she returns to work.

Section 5.

A regular part-time UPO who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time UPO as described in Section 4, shall not accrue vacation leave for such month and such month shall not be deemed to be "creditable service".

Section 6.

A UPO who is reinstated or reemployed after less than (3) years shall have his/her prior service included in determining his/her continuous service for vacation purpose.

Section 7.

UMMS shall grant vacation leave within twelve months after it is credited, unless in UMMS' opinion it is impossible or impracticable to do so because of work schedules or emergencies. An UPO hired after July 1, 2001, shall carry no more than forty (40) days of vacation leave credit. An UPO hired prior to July 1, 2001, shall carry no more than forty-five (45) days of vacation leave credit.

Section 8.

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), will be charged to holiday compensatory time, if any, to personal leave, if any, then to vacation leave, if any.

Section 9.

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

Section 10.

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

Section 11.

A UPO who is eligible for vacation under these rules, whose services are terminated for any reason other than dismissal for cause, shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowance had already been made therefore. A UPO who is dismissed for cause shall be entitled to payment for any accrued but unused vacation leave up to a maximum of twelve (12) months accrual calculated on the basis of the monthly rate applicable to the UPO on the date of dismissal.

Section 12.

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

- A. Illness of the UPO
- B. Dismissal through no fault or delinquency attributable solely to the UPO.
- C. Injury while in the service of the Commonwealth in line of his/her duties and for which the UPO would be entitled to receive Workmen's Compensation benefits.

Section 13.

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

Section 14.

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

Section 15.

Requests for vacation shall be submitted as follows: On the second Monday in February of each year, UPO's shall submit their vacation requests for the period March 1st through September 30th. On the second Monday in September of each year, UPO's shall submit their vacation requests for the period October 1st through

March 1st. Vacation shall be granted based on seniority. The vacation calendar shall then be finalized and posted/publicized by UMMS. After the vacation calendar has been finalized and posted/publicized, any further requests for vacation shall be considered on a first come-first serve basis (irrespective of seniority) and granting of any such further request shall be at the discretion of UMMS.

ARTICLE 10 HOLIDAYS

Section 1.

Effective with the implementation of the new Administrative Computing and Payroll system, the following days shall be holidays for UPOs:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day or Observed Christmas Day
- Christmas Day

Section 2.

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

Section 3.

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

Section 4.

When a holiday occurs on a day that is not a UPO's regularly scheduled workday, if the UPO's usual workweek is five or more days, he/she at the option of UMMS, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday, unless agreed otherwise by UMMS and the UPO, to be taken at a time designated by the UPO and approved by UMMS.

Section 5.

A UPO required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by UMMS because of a shortage of personnel or other reasons, then he/ she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6.

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

Section 7.

A UPO scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the UPO properly notifies the Chief of Police or his designee at one half (1/2) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that pursuant to the terms of this Agreement, warrants the granting of paid leave of absence for such day. In extraordinary circumstances beyond the control of the UPO, the above notification period may be waived. A UPO who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or compensatory day off for that holiday.

Section 8.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an UPO is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 5. If such day off cannot be granted for reasons satisfactory to the appointing authority, such UPO shall be given a day off in lieu thereof, or shall be paid compensation therefore, in accordance with the provisions of the preceding Section 5.

Section 9.

If an UPO works Thanksgiving Day or Christmas Day, he/she will be paid at one and one-half times his/her regular hourly rate of pay for regular scheduled hours worked.

ARTICLE 11 EMPLOYEE EXPENSES

Section 1.

A. When an UPO is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the rate of thirty (.30) per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

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

C. UPOs shall not be reimbursed for commuting between their home and office or other regular work locations. With approval of the Chief of Police/designee, a UPO's home may be designated as his/her regular office by UMMS for the purpose of allowed transportation expenses in cases where the UPO has no regular office or other regular work location.

Section 2.

A UPO who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed in accordance with UMMS' Travel Policy.

Section 3.

UPOs who are forced to work an overtime shift in addition to their regular hours of employment shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed four dollars (\$4.00).

ARTICLE 12 UPO COMPENSATION

Section 1. Annual Salary Rate Increases

For bargaining unit members who are in the active service as of the ratification of this agreement and remain in an active status during the implementation of this agreement, the following increases shall be applied as described below:

- A. Effective the first full pay period (FPP) following the execution of the Agreement by the Union, the University of Massachusetts Medical School, and the University of Massachusetts, President's Office, the salary rate for each bargaining unit member shall be adjusted by two percent (2%).
- B. Effective FPP after July 1, 2019 the salary rate for each bargaining unit member shall be adjusted by two percent (2%).
- C. Effective FPP after July 1, 2020 the salary rate for each bargaining unit member shall be adjusted by two percent (2%).

D. To be eligible for any salary increase, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase, and either a) on the payroll during the pay period that such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for the increase

Appendix A of the collective bargaining agreement shall be modified to reflect the changes above.

Longevity Bonus

Effective upon the first full payroll period following the execution of this agreement the following longevity bonuses will be provided to bargaining unit members in active service who have reached the milestone below in active service. Such payments are to occur as a one-time bonus during the term of this agreement. Officers who reach the milestones below during the life of this agreement will be provided such payment the first full payroll period following their anniversary date:

| | |
|--|------------|
| University Police Officers with 20 or more years of service | \$1,000.00 |
| University Police Officers with 15 or more years of service | \$750.00 |

Section 2. Employees, Hired, Reinstated or Reemployed on or after July 1, 1997

The salary rate for an UPO, hired, reinstated, or reemployed on or after July 1, 1997 shall be at Step 1. The Chief may credit prior relevant experience of any new employee by placing a new employee at an initial step commensurate with his/her prior relevant experience.

Section 3. Step Rate Increases and Promotions

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

In the event a UPO is denied a step rate increase by UMMS, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Notwithstanding Section 3.A of this Article, a UPO that is sent by UMMS to the MA Basic Training Police Academy pursuant to Article 35 of this Agreement shall be compensated at the Training Rate (Step 1A). Upon graduation from the Academy, the UPO shall progress to Step 1, and shall progress from one step to the next higher step after fifty – two (52) weeks of creditable service commencing from the first day of the payroll period immediately following his/her graduation from the Academy. This section shall be applicable to any UPOs hired after the date of ratification of this Agreement.

Section 4. Certification Incentive

Effective July 1, 2016, the Chief of Police shall identify training, instruction, scheduling, and/or certification that, upon satisfactory completion thereof qualify the University Police Officer to receive a yearly one-time lump sum bonus less required deductions. The following training, instruction, scheduling and/or certification, the number of positions, the personnel and amounts awarded are at the sole discretion of the Chief and subject to change or cancellation. University Police Officers receive only one yearly one-time lump sum bonus less required deductions regardless of the

number of positions held. The exercise of such discretion, the execution and underlying facts shall not be subject to the Grievance and Arbitration Procedures Article and an Arbitrator shall have no authority to hear any matter relating to, or as it relates to, this Article.

| | |
|---|---------|
| 1. Certified First Aid Instructor | \$1,000 |
| 2. Defensive Tactics Instructor | \$1,000 |
| 3. Firearms Instructor | \$1,000 |
| 4. Court Officer | \$1,000 |
| 5. Detective | \$1,000 |
| 6. RAD Instructor | \$1,000 |
| 7. Field Training Officer | \$1,000 |
| 8. Bike Officer | \$1,000 |
| 9. Accreditation Manager | \$1,000 |
| 10. Joint Commission-Crime Prevention Officer | \$1,000 |
| 11. Child Safety Seat Technician | \$1,000 |
| 12. Evidence Officer | \$1,000 |
| 13. BL3 Clearance | \$1,000 |

A University Police Officer may receive the one-time lump sum amount yearly provided the training, instruction and/or certification remain current throughout the fiscal year.

Section 5. General Provisions

A. The salary rates of full-time UPOs is set forth in the Appendices to this Agreement which is attached hereto and hereby made a part of this Agreement.

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

C. UPOs shall be compensated on the basis of the salary rate for their official job classification. A regular part-time UPO shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 6. New UPOs From Units Not Covered By This Agreement

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no UPO shall be reduced in compensation by such entry into the bargaining unit.

B. Whenever an employee enters a UPO position from a lower graded position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined as follows:

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

The anniversary date for such an employee shall become the effective date of his/her appointment to the UPO position.

C. An UPO entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the UPO's creditable years of service in the new job grade or higher job grade, provided that in no event shall the UPO be placed in a step grade which results in the UPO receiving a rate equal to or greater than the average salary received by the UPO for the preceding six (6) months.

Section 7.

The salary rate increased as provided in this Article shall apply only to those employed on the execution date of this Agreement.

Section 8. Officer in Charge

A. The Chief (or designee) may, at his/her discretion, assign a UPO as the Officer in Charge ("OIC") on a shift. The Chief may consider an officer's education and training, work history and performance, seniority, and if applicable, any prior law enforcement experience, to determine the OIC assigned to a shift. The Chief's decision shall not be made in an arbitrary or capricious manner.

B. OIC payments shall be administered to Officers assigned to and covering a shift at four hours minimums. For Officers who are assigned to a shift that results in less than four hours coverage, a minimum payment of \$20.00 shall be provided. Effective January 1, 2010, the OIC stipend shall be \$40.00 a shift of four hours or greater.

ARTICLE 13
GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1. Trust Agreement

The Commonwealth shall be responsible for paying only the percentage of the monthly premium rate for the Group Health Insurance Plan that is established by the Commonwealth's Group Insurance Commission and/or enacted by the Legislature; each UPO shall be required to pay the remaining percentage of the premium rate for the type of coverage that is provided for the UPO and eligible dependents under the Plan.

ARTICLE 14 HEALTH AND WELFARE

Section 1. Trust Agreement

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

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

Section 2. Funding

Effective June 21, 2007, UMMS agrees to contribute on behalf of each full-time Police Officer equivalent the sum of thirteen dollars (\$13.00) per calendar week.

Effective July 1, 2002, UMMS agrees to contribute on behalf of each full-time UPO equivalent the sum of ten (\$10.00) dollars per calendar week.

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

Section 3. Non-Grievability

No dispute over a claim for any benefits extended by the Health and Welfare Fund shall be subject to the grievance and arbitration procedure contained in Article 27 of this Agreement.

Section 4. UMMS' Liability

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

ARTICLE 15 TUITION REMISSION

UMMS shall provide tuition discounts to UPOs in accordance with the Administrative Standards Faculty and Staff Tuition Discounts (Trustee Doc T96-129), which is hereby incorporated by reference.

Both the NEBPA and UMMS propose the concept of an education incentive for bargaining unit members are placed on hold as part of reopener discussions on this subject during the term of the contract. The parties will meet to arrive at an agreed upon date to commence such discussions. Such discussions may result in changes to the existing collective bargaining agreement , but in no event may any change be adopted without the ratification of the parties and principles.

ARTICLE 16 SENIORITY

Section 1. Definition of Seniority

The length of continuous full-time equivalent service as a full-time or regular part-time UPO, regardless of source of funds as computed from last date of hire at UMMS.

Section 2. Computation of Seniority

For the purpose of computing seniority as defined above, when an UPO is off the payroll for a period of thirty (30) consecutive working days or more, except when such absence from the payroll is for industrial accident leave, military leave, or FMLA leave, his/her seniority shall be computed from the day he/she returns to the payroll until such time as he/she remains continuously on the payroll for a period of twice the length of his/her absence at which time he/she may add his/her previous creditable service for consideration under the specific Article of the Agreement in which seniority is a factor. A UPO who is recalled shall, upon reinstatement, be credited with such seniority as he/she had on the date of layoff.

Section 3. Seniority for Days Off and Shift Assignments

For days off and tours of duty, seniority shall prevail.

Section 4. Termination of Seniority

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

- a.) discharge for cause, resignation, retirement
- b.) acceptance of a settlement for total and permanent disability
- c.) absences from work for (14) days without valid reasons and without proper and timely notification to UMMS, except where excused by UMMS.

ARTICLE 17 OUT OF TITLE WORK

Section 1. Work in a Lower Classification

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

Section 2. Work in a Higher Classification

Any UPO who is assigned by the Chief of Police to perform the duties of a higher graded position, shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned UPO's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the UPO's regular compensation and provides at least one promotion factor of the higher classification over the UPO's regular rate of compensation. No compensation for work in a higher grade shall be granted under this Article unless the assignment of work out of grade is in writing.

ARTICLE 18 CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

- (a) UMMS shall provide the Union with a copy of the class specification of each title covered by this contract for which such a specification exists.
- (b) Each UPO in the bargaining unit shall be permitted by UMMS to have access to examine his or her class specification.

Section 2. Individual Appeal of Classification

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

ARTICLE 19 CLASS REALLOCATION

Section 1.

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

Section 2.

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

ARTICLE 20 REDUCTION IN FORCE AND RECALL

Section 1. Reduction in Force

A. Taking into consideration the provisions of Article 6, in the event of a reduction in force, those UPO's having least seniority shall be the first released.

B. As soon as feasible after UMMS becomes aware of an impending reduction in force and prior to notifying any UPO's who may be affected, UMMS shall notify the Union. Thereafter, UMMS shall meet with the Union to discuss the impact on the affected UPO's.

Section 2. Recall

A. UMMS shall maintain a recall roster from which laid off UPO's will be recalled in accordance with seniority and subject to their ability to perform the work.

B. A laid off UPO will remain on the recall roster for two (2) years. Notification of recall shall be accomplished by mailing a recall letter by certified mail, return receipt requested to the UPO's last address of record. It shall be the UPO's responsibility to provide the Human Resources Department with his /her correct address prior to layoff and to inform UMMS of any changes of address. UPO's must respond to an offer of recall in writing by certified mail, return receipt requested indicating within five days of receipt of the notice of recall that they will accept the position. Failure to respond within five days to the Chief of Police shall result in removal of the UPO's name from the recall list and forfeiture of further recall rights.

ARTICLE 21 PROBATIONARY EMPLOYEES

Section 1.

The twelve (12) month probationary period for newly hired UPO's will commence on the first full day of employment after successful completion of the Training Academy Program.

Section 2.

There shall be no seniority during the probationary period, but upon successful completion of the probationary period, the UPO shall be credited with seniority from the first full day of employment after successful completion of the Training Academy Program.

Section 3.

The Union shall represent probationary UPOs for the purposes of collective bargaining. However, during the probationary period, a UPO may be disciplined or terminated without recourse to the grievance and arbitration procedure contained in Article 27 of this Agreement and without just cause.

Section 4.

A UPO whose employment is severed must serve an additional probationary period upon reemployment, provided, however, that this requirement shall not apply to UPOs who are recalled.

Section 5.

The purpose of the probationary period is to provide for the evaluation of a UPO over a period of twelve (12) months. Should that period be interrupted for more than forty-five (45) consecutive working days, the probationary period shall be extended to compensate for that absence. The UPO will be notified of this extension and the reasons for it.

Section 6.

At the completion of the first four (4) months of such probationary period and again after an additional four (4) months, i.e. after eight (8) months of employment, each probationary UPO shall be evaluated by his/her immediate supervisor. Such evaluation shall be recorded in writing by the immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such UPO. Such UPO shall receive a written copy of the immediate supervisor's evaluations and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Chief of Police or his/her designee.

ARTICLE 22 PERSONNEL FILES

UMMS' Human Resources Department shall maintain the official personnel file for each UPO. A UPO shall have the right to inspect his/her personnel file during regular business hours upon written request and by appointment, and shall have a right to copy at his/her expense. A UPO shall have the right to file a statement in response to any material placed in his/her file. The Union, or a representative thereof, shall have access to a UPO's personnel file upon prior written authorization of such UPO. The personnel file shall include copies of official personnel correspondence with the UPO.

ARTICLE 23 EVALUATION OF EMPLOYEES

Section 1.

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

1. Improve UPO satisfactions and potentially reduce UPO absenteeism, turnover and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Action goals through improved supervisor-UPO communication.
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals.
5. Monitor the performance of probationary UPO's on a timely basis.

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

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

Section 2.

Performance evaluation of a UPO shall be made annually by the immediate supervisor, following the anniversary date of initial hire with the exception of a probationary UPO who shall be evaluated at the completions of the first four (4) months of probationary service and at the completion of the first eight (8) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing and shall be made on the basis of the following criteria:

1. Quality and quantity of work;
2. Work habits'
3. Work attitudes'
4. Working relationships with others

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The affected UPO shall have the opportunity to see the completed performance evaluation form and will be given the opportunity to initial it, whether in agreement with its contents or not.

Section 7.

A UPO may grieve the interpretation or application of the provisions of this Article but any such grievance shall be limited to the first two (2) steps of the Grievance procedure contained in Article 27 of this Agreement excluding arbitration.

ARTICLE 24 SAFETY PROCEDURES

Section 1.

UPO's and UMMS shall comply with any and every applicable state and federal law that governs the conditions of health and safety in the workplace. UMMS may promulgate and enforce any such rules and regulations as it may deem appropriate to provide for the safety of its employees and to ensure compliance with any such rule.

Section 2.

All work-related injuries shall be reported to the immediate supervisor immediately upon their occurrence in accordance with UMMS policy.

Section 3.

A UPO may grieve the interpretation or application of the provisions of this Article but any such grievance shall not be processed to arbitration.

ARTICLE 25 LABOR/MANAGEMENT COMMITTEE

There shall be established a committee to be known as the Labor/Management Committee. Such Committee shall be comprised of eight (8) members; four (4) representing UMMS and four (4) representing the Union. The purpose of said Committee shall be to discuss matters of mutual concern to UMMS and the Union. There shall be at least two (2) meetings per year, unless mutually agreed otherwise. It is understood that said Committee will not discuss pending grievances and shall have no power to negotiate, after, or amend the terms of this Agreement.

ARTICLE 26 SICK LEAVE BANK

A Sick Leave Bank may be established for UPO's. The terms of any such Sick Leave Bank shall be mutually agreed upon by the members of the Labor-Management Committee.

ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Introduction

Any UPO having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause. In the event the Union or a UPO elects to pursue any matter covered by this Agreement in any other forum, UMMS shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or the Affirmative Action Article herein.

Section 2. Definitions

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

B. Grievant – “Grievant” shall mean UPO.

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

Section 3. Procedures for Filing a Grievance

A. Step 1; Chief of Police or Designee

The Union and/or the grievant shall institute the grievance procedure by filing with the Chief of Police or Designee. Said grievance shall be filed with seven (7) days from the date of the occurrence of the event or the date on which the UPO had or should have had reasonable knowledge of the event or conditions upon which the grievance is based. Within three (3) days after receipt of such notice, the Chief of Police or Designee shall convene a hearing or arrange a hearing with the Union and/or the grievance in an attempt to resolve the grievance. If within seven (7) days after the hearing is concluded, the Union and/or the grievant and the Chief of Police or Designee have failed to agree upon a resolution of the grievance, the Union and/or the grievant may elect to proceed to the next step.

B. Step 2; Chief Executive Officer or Designee

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days the Chief Executive Office or Designee shall convene a hearing or arrange to convene a hearing with the Union and/or the grievant in an attempt to resolve the grievance. If within fourteen (14) days after the hearing is concluded the Union and/or the grievant and the Chief Executive Officer or Designee have failed to agree upon a resolution of the grievance, the Union may elect to proceed to the next step.

Section 4. Procedure for Filing for Arbitration

A. Within thirty (30) days of receipt of the Step 2 decision, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. Only the Union shall have the right to initiate arbitration of a grievance.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all two prior steps of the grievance procedure, except as is otherwise provided in this Article.
3. The Union shall initiate arbitration by giving written notice to the Director of Labor Relations within thirty (30) days of receipt of the Step two (2) decision or the date upon which it was due, that it intends to submit a grievance to arbitration.
4. The arbitrator shall be selected and the arbitration conducted pursuant to standard American Arbitration Association procedures.

Section 5. Costs of Arbitration

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

Section 6. Decision of the Arbitrator

A. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.

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

Section 7. Union Representation

A. Any UPO may initiate and pursue a grievance through the first two (2) steps of the grievance procedure without intervention by any agent of the Union, provided that the Union shall be afforded the opportunity to be present at any hearing held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

B. Any UPO may request that the Union represent him/her at the initial steps of the grievance procedure. No other representation shall be permitted. If the UPO chooses at any point during the grievance procedure to not be represented by the Union, then the Union shall have no further responsibility to represent the UPO in regard to that grievance.

Section 8. Waiver and Admission

A. Waiver If UMMS exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and may, within the time limits provided in this Article, invoke the next step of the

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

B. Admission The resolution of a grievance shall not be deemed to be an admission by UMMS that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this agreement, or is cognizable or justifiable according to any applicable provisions of the law of the Commonwealth.

C. Grounds of Appeal UMMS and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of applicable law.

ARTICLE 28 MANAGEMENT RIGHTS

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

ARTICLE 29 SCOPE OF AGREEMENT

Section 1.

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

Section 2.

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

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

ARTICLE 30 NO STRIKE/NO LOCKOUT

Section 1.

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

Section 2.

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

Section 3.

UMMS agrees not to engage in the lock-out of UPOs.

ARTICLE 31 SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be unlawful by a court or administrative agency of competent jurisdiction then that specific Article, Section or portion of this Agreement shall be unenforceable but the remainder of this Agreement shall continue in full force and effect. Upon mutual agreement, the Union and UMMS will meet to negotiate a replacement for the lost Article, Section or portion of this Agreement. In such an event, UMMS will make every effort to negotiate a replacement for the lost Article, Section or portion of this Agreement.

ARTICLE 32 COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 33 CONTRACTING OUT

Within a reasonable time prior to UMMS' contracting out work which will result in the layoff of a UPO who performs the function that is contracted out, the Union shall be notified and UMMS and the Union shall discuss the availability of similar positions within UMMS for which the laid-off UPO is determined to be qualified and the availability of any training programs which may be applicable to the UPO. In reviewing these placement possibilities, every effort will be made to seek matches of work skills and qualifications with available, comparable positions.

ARTICLE 34 UNIFORMS

Effective June 21, 2007, the uniform allowance is \$800.00 per contract year. Effective the first full payroll period in July 2008, increase the annual amount of uniform allowance a Police Officer can spend from \$1000 to \$1100 per contract year.

Effective the first full payroll period in July 2009, increase the uniform allowance to \$850.00 per contract year and increase the annual amount of uniform allowance an officer can spend from \$1100.00 to \$1200 per contract year.

ARTICLE 35 FILLING OF VACANCIES

Section 1. Vacancies

A. The parties agree that successful completion of certified, full Massachusetts Basic Police Training Academy (as defined by the Massachusetts Criminal Justice Training Council) shall be required of all UPOs who are hired on or after October 10, 1986. Any employee whom UMMS sends to a police academy will enter into a written agreement requiring the police officer to work as a police officer at the UMMS for at least three years following completion of the academy. If the employee leaves the UMMS to work elsewhere as a police officer, excepting as a Massachusetts State Police officer, within said three years the employee agrees to both reimburse the UMMS for the cost of the academy training and to pay the UMMS four thousand dollars.

ARTICLE 36 DURATION

This Agreement is for the term July 1, 2018 to June 30, 2021 and the terms contained herein shall become effective July 1, 2018, unless otherwise specified. At the written request of either party negotiation for a successor agreement will commence on or after March 1, 2021.

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

ARTICLE 37 DIRECT DEPOSIT

UMMS will require that all employees shall receive their paychecks by direct deposit, e.g. their net salary checks will be sent electronically to an account or accounts selected by each employee.

ARTICLE 38 SUBSTANCE ABUSE TESTING

A. Substance Abuse Testing

All UPO candidates must successfully pass pre- employment substance abuse screening tests mandated by UMMS. After the initial administration of pre – employment substance abuse screening tests, UMMS may administer substance abuse testing based upon reasonable suspicion. All evaluations, testing, and sample collection will be in accordance with the UMMS Drug & Alcohol in the Workplace Policy and Employee Health Services policies and procedures.

B. Reasonable Suspicion

If a UPO is suspected of being under the influence he/she will be subject to a fitness for duty evaluation and substance abuse screening test, pursuant to the UMMS Drug & Alcohol in the Workplace Policy.

C. Consequences of Positive Results of Reasonable Suspicion Testing

1. Progressive Discipline: The parties agree that disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe in all but the most serious cases. However, some circumstances may require the imposition of severe disciplinary action in the first instance

2. First Offense: A UPO's first positive test shall require the UPO to successfully complete any treatment program as identified by a substance abuse professional or the UMMS Employee Assistance Program. The UPO shall be suspended for thirty (30) days and be subject to a Last Chance Agreement.

If the UPO refuses to attend a treatment program or fails to comply with the terms of his/her treatment program and/or Last Chance Agreement, he/she will be terminated. The employee is responsible for the cost of any treatment program he/she attends.

3. Subsequent Offenses: A second positive test will result in the UPO's immediate termination.

4. Subsequent Offenses that occur more than 3 Years from the Date of the First Offense: The consequences established for a first offense shall be applicable to a UPO who has a second positive test more than three (3) years from the date of the first offense. Any subsequent offenses thereafter shall result in the UPO's termination.

5. Refusals: A UPO's refusal to submit to testing will be treated as a positive test and will result in his/her termination.

6. Return to Duty: A UPO shall be required to undergo a return – to – duty evaluation and substance abuse screening prior to his/her reinstatement to their position.

APPENDIX A

SALARY SCALE

Effective 1st FPP after Execution of CBA by UMASS President's Office - 2018

| W21 | Step 1A | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Grade 15 | | | | | | | | |
| Hourly | \$22.46 | \$25.00 | \$26.18 | \$27.36 | \$28.54 | \$29.72 | \$30.90 | \$32.08 |
| Bi-Weekly | \$1,796.80 | \$2,000.00 | \$2,094.40 | \$2,188.80 | \$2,283.20 | \$2,377.60 | \$2,472.00 | \$2,566.40 |
| Yearly | \$46,716.80 | \$52,000.00 | \$54,454.40 | \$56,908.80 | \$59,363.20 | \$61,817.60 | \$64,272.00 | \$66,726.40 |

Effective 1st FPP after 7/1/2019

| W21 | Step 1A | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Grade 15 | | | | | | | | |
| Hourly | \$22.91 | \$25.50 | \$26.71 | \$27.92 | \$29.13 | \$30.34 | \$31.55 | \$32.76 |
| Bi-Weekly | \$1,832.80 | \$2,040.00 | \$2,136.80 | \$2,233.60 | \$2,330.40 | \$2,427.20 | \$2,524.00 | \$2,620.80 |
| Yearly | \$47,652.80 | \$53,040.00 | \$55,556.80 | \$58,073.60 | \$60,590.40 | \$63,107.20 | \$65,624.00 | \$68,140.80 |

Effective 1st FPP after 7/1/2020

| W21 | Step 1A | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Grade 15 | | | | | | | | |
| Hourly | \$23.37 | \$26.01 | \$27.25 | \$28.49 | \$29.73 | \$30.97 | \$32.21 | \$33.45 |
| Bi-Weekly | \$1,869.60 | \$2,080.80 | \$2,180.00 | \$2,279.20 | \$2,378.40 | \$2,477.60 | \$2,576.80 | \$2,676.00 |
| Yearly | \$48,609.60 | \$54,100.80 | \$56,680.00 | \$59,259.20 | \$61,838.40 | \$64,417.60 | \$66,996.80 | \$69,576.00 |

Side Letter on 4x2 Schedules

UMMS and NEPBA 90 will convene a joint Labor Management Committee. The purpose of this committee will be to finalize the details of the University Police Officers working a 4x2 schedule. The new 4x2 schedule shall be implemented upon the Department reaching a sufficient number of officers to operate on a 4x2 work schedule. Until such time, a 5x2 schedule shall remain in effect. The determination of the sufficient number of officers to operate a 4x2 work schedule shall be at the sole discretion of UMMS. If the Medical School leadership feels that the change in schedule does not meet the needs of the University, the University reserves the right to revert back to the previously five and two schedule after the expiration of this Agreement.

This agreement shall not be subject to the grievance and arbitration procedure.

For the Medical School

For the Union

Side Letter on Retroactive Payments for the 2010-2013 Collective Bargaining Agreement

The parties acknowledge and agree that UMMS has satisfied the contractual obligation of providing increases and/or lump sum payments as required by the 2010-2013 collective bargaining agreement to NEPBA 90 employees. This Agreement shall include the names of all of the former NEPBA 90 University Police Officers that did not qualify for retroactive and/or lump sum payments pursuant to the cba and whom the parties have agreed shall receive some payment. This payment may be made pursuant to the UMMS Additional Compensation process.

The following former NEPBA 90 members shall receive a one-time lump sum payment amount equivalent to a retroactive payment for the time the employee was a NEPBA 90 employee pursuant to the cba:

John Martella
Edward Blair

This agreement shall not be subject to the grievance and arbitration procedure.

For the Medical School

For the Union

**Side Letter on Retroactive Payments for the 2013-2016 and 2016-2018
Collective Bargaining Agreements**

The parties acknowledge and agree that UMMS is in the process of providing increases and/or lump sum payments as required by the 2013-16 and 2016-2018 collective bargaining agreements to NEPBA 90 employees. This Agreement shall include the names of all of the former NEPBA 90 University Police Officers that did not qualify for retroactive and/or lump sum payments pursuant to the CBAs and whom the parties have agreed shall receive some payment. This payment may be made pursuant to the UMMS Additional Compensation process.

The following former NEPBA 90 members shall receive a one-time lump sum payment amount equivalent to a retroactive payment for the time the employee was a NEPBA 90 employee pursuant to the CBAs:

Bob Bricker
Leo Aucoin

This agreement shall not be subject to the grievance and arbitration procedure.

For the Medical School

For the Union

APPENDIX B

TEMPORARY WORK ASSIGNMENT

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

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

Name of Employee

Date of Assignment

Employee Number

Title of Present Position

Title of higher rated position to which you have been assigned

Effective Date of Assignment

IMMEDIATE SUPERVISOR

Name of Immediate Supervisor

Area of Responsibility

Date Form Received from Employee

Employee's Present Title

Title of higher position that you assigned to employee

Effective Date of Assignment

Previous Incumbent of the Position

Reasons for Assignment:

Signature of Immediate Supervisor

Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK ASSIGNMENT FORM TO THE INSTITUTION PERSONNEL OFFICER AND A COPY TO THE DEPARTMENTAL SUPERVISOR.

Approval

Title of Higher Rated Position

Disapproval

Duration of Assignment

Reason for Disapproval:

Signature of Institutional Personnel Officer

Date of Signature

cc: Employee
Immediate Supervisor
Departmental Supervisor

NEPBA/TempWorkAssgnForm

APPENDIX C:

ALLEGED POLICE MISCONDUCT

Section 1 Complaint Form

The Union and the UMMS shall develop a form to be used by individuals who wish to file complaint against a police officer for alleged misconduct.

- a. The form shall contain a short description of the action(s) complained of, the name (if known) of the police officer, the date and time of the incident, and, the signature of the complainant. The form shall include a statement that a false accusation against the police officer may result in legal action taken against the complainant and a statement that complaints must be filed within three (3) months of the action(s) complained of.
- b. The Public Safety Department shall date the complaint form upon receipt and the person taking the complaint shall sign the complaint form.
- c. Both the complainant and the police officer shall receive copies of the complaint form.

Section 2 Processing of Civilian Complaints.

- a. Within 48 hours of the receipt of the complaint the Public Safety Department shall notify the police officer of the complaint and provide the police officer a copy of the complaint form, unless the Department determines, that the disclosure would substantially interfere with the investigation, in which case said disclosure shall be made as soon as the Chief or his designee deems that the reasons for non-disclosure are no longer applicable.
- b. The Public Safety Department shall investigate all civilian complaints. The Public Safety Department shall complete its investigation within 90 days of the complaint being filed. In the event that criminal proceedings, civil litigation, or other extenuating circumstances beyond the Department's control prevent the investigation from being completed within 90 days, the Department shall notify the UPO and the Union.
- c. Upon completion of its investigation the Public Safety Department shall give the police officer a written decision. If the investigation concludes with a recommendation for discipline the Public Safety Department shall provide the police officer a copy of all materials it relied upon to determine that discipline was justified at the first step of the grievance process.

Section 3 Internal Complaints

Nothing contained herein shall prevent the Public Safety Department from opening an investigation on its own initiative against a police officer for alleged misconduct.

- a. Within 48 hours of opening such an investigation the police officer shall be notified of the investigation in writing, unless the Department determines, that the disclosure would substantially interfere with the investigation, in which case said disclosure shall be made as soon as the Chief or his designee deems that the reasons for non-disclosure are no longer applicable. The notice shall contain a description of the alleged wrongdoing, the date of the alleged wrongdoing, and the name(s) of the police officers(s) investigating the alleged wrongdoing.
- b. The Public Safety Department shall complete its investigation within 90 days of the complaint being filed. In the event that criminal proceedings, civil litigation, or other extenuating circumstances beyond the Department's control prevent the investigation from being completed within 90 days, the Department shall notify the UPO and the Union.
- c. Upon completion of its investigation the Public Safety Department shall give the police officer a written decision. If the investigation concludes with a recommendation for discipline the Public Safety Department shall provide the police officer a copy of all materials it relied upon to determine that discipline was justified at the first step of the grievance process.

**CITIZEN COMPALINT FORM
University of Massachusetts Worcester
Department of Public Safety**

**COMPLAINT MUST BE FILED WITHIN THREE MONTHS OF THE DATE OF
INCIDENT**

Name _____

Address _____

Home Telephone No. _____

Cell Phone No. _____

Email Address _____

.....

Name(s) of the Officer(s)/Sergeant(s) complained about:

(If the above information is unknown please use the first lines of the narrative section for a physical description)

List Names, Addresses and Phone numbers (if known) of witnesses to the incident:

Date/Time/Place of the incident:

Narrative. (Describe in detail the facts surrounding the incident.) Use additional paper if more space is needed.

I understand that filing a false accusation against a police officer may result in legal action taken against me.

I have ready my statement, and it is true and accurate to the best of my memory.

_____ **Date** _____

Signature of Complainant

Received By:

Date:

LETTER OF UNDERSTANDING #1

UMMS agrees that a UPO who, while in the performance of his/her duty, receives bodily injury(s) resulting from activities that are consistent with and helpful to the accomplishment of police functions and who as a result of those injuries would be entitled to benefits under M.G.L. Chapter 152, shall, if entitled under M.G.L. Chapter 30, Section 58, be paid the difference between the weekly cash benefits to which he/she would be entitled under Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absences may be for less than six (6) calendar days. Determination of eligibility shall be at the sole discretion of the Director of Public Safety. The standard of whether an injury occurs in the line of duty is greater than that required for Workers' Compensation eligibility. Not only must the injury have occurred in the performance of an UPO's duty, but the particular duty must be established as related to the law enforcement function.

If the Director of Public Safety rules that an employee is ineligible, the UPO may appeal the decision, within three (3) business days (Monday through Friday, exclusive of weekends or Holidays), to an expedited appeals board consisting of one person from the UPO's NEPBA unit, the Associate Vice Chancellor of Human Resources, and a UMMS MD specialized in the field of the injury. This appeals board shall convene a hearing and issue a decision with ten (10) days of the filing of the request of the UPO.

LETTER OF UNDERSTANDING #2

The parties agree that any employee hired on or after the execution date of this Agreement shall, as a condition of employment, be required to complete successfully a psychological testing process, written examination, and interview by the Chief of Police or his/her designee.

LETTER OF UNDERSTANDING #3

Sometime in the future, UMMS will implement a new administrative computing and payroll system, which will include a change from a weekly to biweekly payroll. UMMS and the Union will set up a special joint committee to discuss any issues of impact to the bargaining unit arising from the implementation of the new system if necessary.

Effective with the implementation of the new system, the following will apply:

1. UPOs will be paid biweekly.
2. UMMS shall deduct dues or an agency service fee from the pay of an UPO consistent with the biweekly payroll periods.
3. The following shall apply to vacation leave credits:
 - a. Replace Article 9, Section 1 to read as follows:

Vacation leave with pay shall be credited to full-time UPOs biweekly as follows:

| Length of Continuous Full-Time "Creditable Service" | Vacation Credit Accrual Rate |
|--|------------------------------|
| Less than fifty-four (54) months | Total of ten days per year |
| Fifty-four (54) months, but less than One hundred fourteen (114) months | Total of 15 days per year |
| One hundred fourteen (114) months but less than two hundred thirty-four (234) months | Total of 20 days per year |
| Two hundred thirty-four months (234) or more | Total of 25 days per year |

- b. Delete Article 9, Section 1B in its entirety.
 - c. Revise Article 9, Section 3 to read as follows:

Vacation leave accruals will be credited biweekly and shall be available for use the following day.

- d. Revise Article 9, Section 4 to read as follows:

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

- e. Revise Article 9, Section 5 to read as follows:

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

- 1. The following shall apply to sick leave credits:

- a. Revise Article 8, Section 1, to read as follows:

A full-time UPO shall accumulate sick leave with pay credits biweekly for a total of fifteen (15) days per year.

- b. Revise Article 8, Section 1 D to read as follows:

Sick leave credits are accrued for all paid straight time up to the maximum of the UPO's regular scheduled hours.

- c. Revise Article 8, Section 1 J to read as follows:


Sick leave credits are accrued for all paid straight time up to the maximum of the UPO's regular scheduled hours for regular part-time UPOs in the same proportion that his/her service bears to full-time service.

LETTER OF UNDERSTANDING #4

The parties agree that they have discussed the proposals and issues related to the OIC including the union's proposal to continue the Side Letter and the union's proposal to provide for a right of first refusal for overtime on behalf of sergeants. Upon the ratification of this Agreement the parties agree there can be no grievance filed upon behalf of the sergeants over the assigning of a patrol officer to be the OIC of a shift.

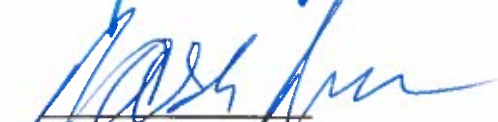


For the University of Massachusetts:



Martin T. Meehan, President

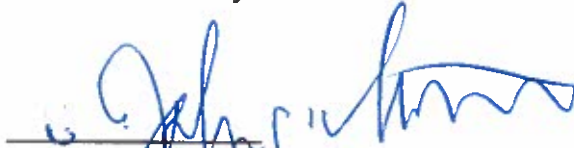
Date: 12/15/08



Mark Preble, Chief Human Resources Officer

Date: 12/14/2008

For the University of Massachusetts Medical School:



John Lindstedt, Executive Vice Chancellor for Administration and Finance

Date: 12/3/18



John Luippold, Chief of Police

Date: 12-3-08



Deborah L. Harnois, Associate Vice Chancellor, Human Resources
Chief Human Resources Officer

Date: 12/6/18

For the NEPBA Local 90



John Foster, President, Local 90

Date: 12/4/18



Tom Daly, NEPBA Representative

Date: 12/4/18

