

AGREEMENT BETWEEN
THE
BOARD OF TRUSTEES
OF THE
UNIVERSITY OF MASSACHUSETTS
AND THE
UNITED AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS,
LOCAL 2322
RESIDENT ASSISTANTS/PEER MENTORS UNIT

July 1, 2015 to June 30, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	Recognition	3
ARTICLE 2	Management Rights	3
ARTICLE 3	Scope of Agreement	4
ARTICLE 4	Union Security	4
ARTICLE 5	Agency Service Fee	5
ARTICLE 6	Union Business	6
ARTICLE 7	Non-Discrimination//Prevention of Sexual Harassment	7
ARTICLE 8	Work Schedules	8
ARTICLE 9	Leaves of Absence	11
ARTICLE 10	Job Descriptions	13
ARTICLE 11	Term of Appointment	13
ARTICLE 12	Compensation	14
ARTICLE 13	Second Job	15
ARTICLE 14	Layoffs	15
ARTICLE 15	Grievance and Arbitration Procedure	15
ARTICLE 16	Provision of Information	20
ARTICLE 17	Evaluation Process	20
ARTICLE 18	Parking	21
ARTICLE 19	Consultation	21
ARTICLE 20	RA Council	22
ARTICLE 21	No Strike/No Lockout	22
ARTICLE 22	Savings Clause	22
ARTICLE 23	Effect of Agreement	23
ARTICLE 24	Duration	23
	Signature Page	23-24

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts (hereinafter referred to as the "Employer/University Administration"), and the United Automobile Aerospace and Agricultural Implement Workers, and UAW Local 2322 (hereinafter referred to collectively as the "Union").

ARTICLE 1 RECOGNITION

Pursuant to MLRC certification dated March 13, 2002, Case No. SCR-01 2246 and the DLR certification dated April 4, 2015, Case No. SCR-14-3687, the Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to rates of pay, wages, hours of employment and other conditions of employment for bargaining unit members employed by the University at its Amherst Campus, in a unit consisting of Resident Assistants (RA's) and Peer Mentors (PMs.) The parties agree to eliminate references to the position of Apartment Living Advisor (ALA) in this Agreement, provided that if the position, or a position with the same or comparable duties, is restored in the future, it will be a part of the bargaining unit covered by this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer/University Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.

Section 2. Except as specifically modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration. Among these rights are 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; promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge employees; to contract out work; to determine the time for work, staffing pattern and work area; to transfer employees; to determine whether work shall be performed by bargaining unit employees or others; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, to reorganize 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; and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such restrictions governing the exercise of these rights as are expressly provided

in this Agreement. The enumeration of specific rights shall not be construed to waive or otherwise constitute an omission of any other right or privilege.

Section 3. The judgment of an arbitrator shall not be substituted for that of the Employer/University Administration with regard to any complaint or grievance based upon a challenge of a management right, subject only to the express provisions of this Agreement.

Section 4. Notwithstanding any other provision of this Agreement, an arbitrator shall have no authority to exercise any non-delegable authority of the Board of Trustees of the University of Massachusetts or the Administration.

ARTICLE 3 SCOPE OF AGREEMENT

The parties agree that the scope of this Agreement shall extend only to the wages, hours, benefits, and other terms and conditions of employment for bargaining unit members and that the scope of this Agreement excludes academic matters, student financial aid, and all non-employment matters related to the student status of bargaining unit members; and that there be no substitution of an arbitrator's or any other individual's judgment for that of the University with respect to any academic matter or any other aspect of a bargaining unit member's status as a student. Matters explicitly excluded from the scope of this Agreement include, without limiting the generality of the foregoing, academic or other prerequisites for service or continued service as a member of the bargaining unit, as well as grading policies and practices, academic standards, the rules, standards, and administration of financial aid, and the Code of Student Conduct and Residential Life Community Standards, and their administration and associated procedures.

ARTICLE 4 UNION SECURITY

Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues and/or initiation fee on behalf of each RA/PM.

Section 2. An RA/PM may consent in writing to the authorization of the deduction of Union dues and/or initiation fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the RA/PM. An RA/PM may withdraw his/her Union dues and/or initiation fee check off authorization by giving at least sixty (60) days' notice in writing to the Administration's Human Resources Office and the Treasurer of the Union. The foregoing notwithstanding, deduction of dues and/or initiation fee will automatically and immediately cease for an RA/PM upon his/her departure from the bargaining unit.

Section 3.. The Employer/University Administration shall deduct dues or the initiation fee from the pay of RA/PM who request such deduction in accordance with this

Article and transmit such funds to the Treasurer of the Union together with a list of those whose dues or initiation fee are transmitted (except for those RA/ALA's and Peer Mentors who have, in accordance with FERPA, directed the University to suppress publication of any directory information) within thirty (30) calendar days after the last day of the month in which the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the Treasurer of the Union has given a bond in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

Section 4 The parties to this agreement have agreed on a waiver of Family Educational Rights and Privacy Act (FERPA) Rights & Authorization to Disclose Employment Information to RAU/Local 2322/UAW attached hereto and agrees to provide to the Union information on dues deductions made for RA/PM's executing the attached waiver (see page 29 of this agreement.)

Section 5. In the event of administrative error or other concerns involving the authorized deductions of Union dues or initiation fee from RA/PMs' wages, the parties shall expeditiously meet to attempt to correct the error or address the difficulties. This provision is not subject to the grievance and arbitration procedure in Article 15 of this Agreement.

Section 6. The Treasurer of the Union shall submit and certify to the Employer/University Administration the amount of the Union dues upon signing of the collective bargaining agreement, and shall notify the Employer/University Administration in writing of any changes in that amount at least thirty (30) calendar days in advance of the effective date of the change.

Section 7. The Union will indemnify and hold the Employer/University Administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Article.

ARTICLE 5 AGENCY SERVICE FEE

Section 1. Each RA/PM 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 employment, an agency service fee to the Union pursuant to the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Labor Relations Commission.

Section 2. This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all RAs/PMs in the bargaining unit present and voting.

Section 3. The Union shall reimburse the Employer/University Administration for any expenses incurred as a result of being ordered to reinstate an RA/PM terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer/University Administration shall have no obligation to defend the termination.

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any RA/PM. If the arbitrator decides that an RA/PM had failed to pay or authorize the payment of the agency service fee in accordance with the Article, the only remedy shall be the termination of the employment of such RA/PM if the RA/PM continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5. It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Union Security Article, and the Union hereby agrees it will indemnify and hold the Employer/University Administration harmless from any claims, actions or proceedings by an RA/PM arising from the termination of an RA/PM hereunder or from deductions made by the Employer/University Administration.

ARTICLE 6 UNION BUSINESS

Section 1. Union Use of Premises

The Union will be permitted to use such facilities of the Employer/University Administration for the transaction of Union business subject to usual and established fees, availability, and normal scheduling procedures.

Section 2. Bulletin Boards

The Union may post notices on bulletin boards provided in each RA office for official union business. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify RA's and PM's of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or defamatory of the Commonwealth, the University, or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

As long as such wall space allows, the University will provide a minimum of six (6) square feet of bulletin board space on a maximum of two (2) bulletin boards for the union in a visible location in each RA office within the first week of the fall semester.

Section 3. Campus Mail

A. The Union will have use of campus mail and electronic mail for official Union business. The Employer/University Administration will provide the Union with an e-mail account and a website with 100 megabytes of free space. Customary campus charges for electronic mail equipment and services will be paid by the Union.

The Union will have access to RA/PM office mailboxes via the Residential Life main office. Mail dropped off in the Residential Life Main Office for distribution to mailboxes will be counted and divided by cluster by the Union before distribution occurs.

Section 4. Union Orientation

The Union will have 30 minutes to conduct a union orientation to take place immediately following the end of Residential Life's opening assembly during the RA /PM training sessions in August and January. In the event that there is no opening assembly, the Union and Residential Life will work together to find an alternative orientation time. Union representatives will also be provided with 15 minutes to address RA and Peer Mentors during each session scheduled for RAs and Peer Mentors to sign their UMass employment contracts.

Section 5. Union Office Space

The Employer/University Administration will provide a campus office space for the Union's use to conduct union business. The office shall be equipped with a desk and desk chair. There will be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services.

Section 6. Union Dues and Agency Fee Payroll Deduction Forms

The Employer/University Administration will pass out the Authorization for Payroll Deduction forms for Union dues and agency fee deductions with the University payroll forms which RAs/PMs complete.

Section 7. Release Time

RAU shall designate up to three (3) bargaining unit members to be allocated an aggregate of nine (9) hours per week, in addition to their regular work schedule (20 hours per week for RAs and 15 hours per week for PM) to be paid at their normal hourly pay rate by the University in addition to their regular work hours for purposes of administering this Agreement and other union functions including but not limited to union conferences and trainings. When working for the union, UAW 2322 will supervise. Every week the President of the Local or their designee shall certify the hours-worked by the designated bargaining unit members pursuant to this section. This certification shall be on a form provided by Residential Life designed to allow

the entry of that time into the student payroll system. Such form will be delivered (either physically or electronically) by no later than the Wednesday of the week following the week in which the time was worked. The hourly pay rate shall be based on the total compensation of the RA or PM including stipend, housing and fee waivers.

ARTICLE 7 NON-DISCRIMINATION, EQUAL OPPORTUNITY, PREVENTION OF SEXUAL HARASSMENT

Section 1. The University and the Union acknowledge and subscribe to the University's policies on Equal Opportunity, Affirmative Action and Prevention of Sexual Harassment and agree said policies are administered separately from this Agreement and are not subject to this Agreement's grievance and arbitration procedure.

Section 2. The Employer/University Administration and the Union agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, gender, gender expression, national origin, sexual orientation, or mental or physical disability, political belief or affiliation, veteran status, genetic information or any other class of individuals protected from discrimination under state or federal law specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and rate of compensation. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3. The Employer/University Administration and the Union agree not to discriminate in any way in violation of applicable law, against bargaining unit members covered by this Agreement on account of race, religion, creed, color, national origin, gender, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical disability.

Section 4. The Employer/University Administration and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no bargaining unit member should be subjected to such harassment.

Section 5. Any charges of discrimination in violation of this Article shall be subject to the University's grievance procedures contained in its policies on Equal Opportunity, Affirmative Action and Prevention of Sexual Harassment, and/or applicable State and Federal Laws. Such charges shall not be subject to Article 15, Grievance and Arbitration Procedure, of this Agreement.

Section 6. Gender Neutral Bathrooms and Shower Facilities. The Employer/University Administration will make known to Resident Assistants/Peer Mentors of a confidential method by which they may request an assignment, which includes ready access to a gender inclusive bathroom and shower facilities. Based on availability, and provided that assignment is consistent with staffing requirements for the Commonwealth Honors College, such requests shall be honored. The University agrees that it will expand the number and locations of gender inclusive bathroom/shower facilities as a part of renovations, remodel planning and in new construction for all residence halls.

ARTICLE 8 RESIDENT ASSISTANTS WORK SCHEDULES

Section 1. The Employer/University Administration and the Union recognize that the nature of the RA job and its responsibilities and duties do not conform to a standard work week schedule. The parties recognize that individual RAs' work schedules will vary. However, the RAs' work schedule shall be consistent with the needs and goals of and shall be performed with the knowledge and consent of the Employer/University Administration.

Section 2. The RA positions are part-time positions. An RA will work, on average, twenty (20) hours per week. It is understood that an RA will work more than twenty (20) hours per week at some points including but not limited to periods of time used for training programs, opening and closing of residence halls, special activities and campus crises. RAs are expected to be available and to respond to these periods of time as required. It is also understood that RAs will work less than twenty (20) hours per week at other points in time.

Section 3: RA On-Duty Work Schedules

A. Each area shall be staffed by RAs on-duty from 7pm until 7am the following morning Sunday through Wednesday, and from 8pm until 7am the following morning Thursday through Saturday. RAs on-duty must remain in the Cluster all night, and must be available by room telephone, or personal or University cell phone.

B. RAs on-duty are required to be visible in their cluster from 7pm to 11pm Sunday through Wednesday, and from 8pm to 1am the following morning on Thursday, and from 8pm to 2am the following morning Friday and Saturday. In addition, RAs on-duty are required to make rounds through their Cluster as specified by the Employer/University Administration. The Employer/University Administration may determine earlier ending times as appropriate.

C. The Employer/University Administration shall determine the number of RAs on-duty in each Cluster and shall determine an individual RA's on-duty schedule which shall be set on a semester basis. RAs wishing to swap their on-duty schedule with another RA may do so by mutual agreement of the RAs involved and with the consent of the

Employer/University Administration. The Employer/University Administration shall not withhold consent unreasonably.

D. As determined by the Employer/University Administration and provided seven (7) calendar days written notice is given to RAs, the above on-duty schedules and hours may be changed. In cases of emergency, the above on-duty schedules and hours may be changed by the Employer/University Administration without such written notification given.

E. The Employer/University Administration shall post official duty schedules for each area in a location easily accessible to the RAs in that area. The posting shall include duty requirements and weekly staff meeting times.

Section 4: Duty/Shift Coverage and Compensation for RAs Employed During Thanksgiving, Intersession, and Spring Breaks

A. All shifts and all duties must be covered and the Residence Director (RD) and Apartment Complex Coordinator have final responsibility for making the duty/shift schedule. The Employer/University Administration will make an announcement at least forty two (42) calendar days in advance advertising the need for Thanksgiving RAs over Thanksgiving break, Intersession and Spring Break staffing. Staffing selection shall be made as follows:

- 1) RAs of the building(s) remaining open for break periods will be given the right of first refusal for required break coverage.
- 2) Unfilled schedules will be advertised to s across campus, who will have the opportunity to voluntarily sign up for shifts.
- 3) Any required shifts not filled on a voluntary basis will be assigned to employees in reverse order of seniority. The employer will consider on a case by case basis requests for service exemptions presented by RAs for whom providing this service proves a significant hardship. When such an exemption is granted, the next more senior RA will be assigned.

B. The RD Apartment Complex Coordinator shall solicit RA preferences for duty/shift coverage before establishing the final schedule.

C. Preferences for primary duty shall be taken into consideration by RD and Apartment Complex Coordinator as equitably as possible.

D. After preferences are solicited and before the final schedule is established, RAs will be given the opportunity to swap assignments with the approval of the RD /Apartment Complex Coordinator.

E. If RA preferences cannot be granted and the RD/Apartment Complex Coordinator must assign duty shift coverage, said decision by the RD/Apartment Complex Coordinator shall be made on a reasonable basis and shall not be arbitrary or capricious,

taking into consideration individual hardships resulting from a decision not to grant an RA's preferences.

F. RAs will receive compensation in addition to their regular rate of pay for work performed during Thanksgiving, Intersession, and Spring breaks according to the following schedule:

- Primary Duty/Week Nights (Sunday thru Thursday): \$35/day;
- Back-Up and In by Curfew Duty/Week Nights (Sunday thru Thursday): \$25/day;
- Primary Duty/Week-End Nights (Friday and Saturday): \$40/day;
- Back-Up and In by Curfew duty/Week-End Nights (Friday and Saturday): \$30/day.

G. Every effort will be made to first place RAs in a double single, then a room of equal or greater size, during Thanksgiving, Intersession, and Spring breaks. RAs who cannot be placed in a double single or another room of equal or greater size and are placed in singles during Thanksgiving, Intersession, and Spring breaks shall be compensated \$40.00 per week. Partial weeks during Intersession and Spring breaks shall be pro-rated. Thanksgiving break shall be considered a full week.

Section 5: Compensation for Summer RAs

- A. RAs that work during the summer shall have a similar workload as RAs that work during academic semesters (Fall and Spring).
- B. Summer RAs shall receive a stipend calculated by multiplying their applicable weekly rate provided in Article 12 Section 2 of this agreement by 13 weeks.

Section 6: Staff Meetings

A. RAs must attend all staff and supervisory meetings unless the RA has a University scheduled review session, class, or exam that conflicts with said meeting. Requests to be excused from a staff meeting due to other irreconcilable academic and related conflicts shall be submitted in advance to the Residence Director for consideration. RAs excused from staff and/or supervisory meetings are responsible for all instructions distributed at the meeting.

B. With respect to staff meetings the Employer/University Administration will make every reasonable effort to schedule staff meetings around the RAs' academic schedule. Staff meetings shall generally last two (2) hours per week, not to exceed two and a half (2.5) hours except when unusual circumstances arise that require longer meetings.

C. When scheduled, one-on-one supervisory meetings shall generally last one (1) hour, not to exceed one and a half (1.5) hours except when unusual circumstances arise that require longer meetings.

Section 7: Weekend Time Off

A. RAs shall be afforded on average two (2) weekends off per month. The Employer/University Administration shall make efforts to ensure that weekend time off is rotated equitably among RAs.

B. To facilitate communication regarding availability of weekend slots, the Employer/University Administration will make available a calendar in each Cluster designating which slots are open for time off. RAs may sign up for open slots with the understanding that time off must have Resident Director (RD) or designee approval. RA's requests for time off must be in writing to the RD or designee who shall respond back directly to the RA's, normally within forty-eight (48) hours of the request. When time slots are available and special circumstances arise that require an RA's request for time off to be made during the weekend in question, on Friday, Saturday, or Sunday, the RA shall make every effort to contact the RD or another senior staff member for verbal approval. The Employer/University Administration shall not withhold approval for time off requests unreasonably.

Section 8: Programming

- A. Both parties agree programming is an essential component of the RA position.
- B. It is agreed that programming and related training requirements must be developed to address the student population of any given floor. However, the employer agrees to consider consistency of expectations between similar types of residence halls when establishing training expectations while also supporting variation in programming approaches among RAs and residential areas.

Section 9: Training

Sufficient time will be provided to all RAs and Peer Mentors during work hours to complete any additional training required by Residential Life, State or Federal Regulation.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Military Leave

An RA/PM shall be granted a leave of absence upon request for the period of time he/she is called to military duty in the armed forces of the Commonwealth or the United States.

Section 2. Jury Duty

An RA/PM shall be granted a leave of absence with pay upon request for the period of time he/she is summoned and/or impaneled on a jury. Appropriate documentation of said summons and empanelment must be presented for leave to be granted. In situations where said summons or empanelment occurs during the RA/PM training period, alternative arrangements for training will take place.

Section 3. Bereavement Leave/Family Emergency Leave

A. Short term leave:

An RA/PM shall be granted a short term leave of absence with pay upon request in the event of a death in his/her family or for other family emergency purposes. A short term leave of absence under this section is defined as one (1) day to three (3) weeks. The amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved. In situations where the death or family emergency occurs during the RA/PM training period, alternative arrangements for training will take place.

B. Requests for long term leaves:

In situations where the RA/PM wishes to leave the RA/PM position for longer periods of time for bereavement or other family emergency purposes, long term leaves of absence will not be granted. In those cases, the RA/PM must resign. However, former RA/PMs who resigned under this section and wish to re-apply for an RA/PM position may do so by completing a reactivation request form. While there is no guarantee of hire or placement, such RA/PMs will be considered as “hirable” candidates for the position.

Section 4. Personal Leave

A. Short term leave:

Requests by RA/PMs for a short term leave of absence with pay from their RA/PM position within the academic year due to personal reasons shall be considered by the Employer/University Administration and shall not be unreasonably denied. A short term leave of absence under this section shall be defined as one (1) day to three (3) days. The Employer/University Administration will not approve any requests for personal leaves of absences during the RA/PM training periods.

B. Requests for long term leaves:

In situations where the RA/PM wishes to leave the RA/PM position for longer periods of time due to personal reasons, long term leaves of absence will not be granted. In those cases, the RA/PM must resign. However, former RA/PMs who resigned under this section and wish to re-apply for an RA/PM position may do so by completing a reactivation request form. While there is no guarantee of hire or placement, such RA/PMs will be considered as “hirable” candidates for the position.

Section 5. Medical Leave

A. Short term leave:

An RA/PM shall be granted a short term leave of absence with pay upon request in the event said RA/PM becomes incapacitated due to personal illness or injury. A short term leave of absence under this section is defined as one (1) day to three (3) weeks. The

amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved. In situations where the illness or injury occurs during the RA/PM training period, alternative arrangements for training will take place.

B. Requests for long term leaves:

In situations where the RA/PM is incapacitated for longer periods of time due to illness or injury, requests for a long term leave of absence without pay will be considered by the Employer/University Administration and shall not be unreasonably denied. The amount of time granted shall be at the discretion of the Employer/University Administration depending upon the circumstances involved.

**ARTICLE 10
JOB DESCRIPTIONS**

Section 1. Each RA/PM shall receive a job description developed by the Employer/University Administration. The form and content of said job descriptions shall not be subject to Article 15, Grievance/Arbitration Procedure, of this Agreement.

Section 2. At least twenty-one (21) calendar days before the Employer/University Administration makes any significant changes in said job descriptions or expectations, it will notify the Union of the proposed changes and provide the Union with the opportunity for input regarding the changes. RAs and Peer Mentors shall be notified in writing at least ten (10) days prior to the implementation of any such changes.

**ARTICLE 11
TERM OF APPOINTMENT**

Section 1. The term of appointment of RAs and PMs shall be no longer than one (1) academic year, which shall be defined as consecutive fall and spring semesters, including all pre-service and in-service training, and opening and closing of residence hall responsibilities, as scheduled by the Residential Life Department. However, RAs and PMs may be hired at different points in the academic year, so long as their appointment ends at the conclusion of responsibilities in the spring semester.

Section 2. All RAs and PMs are required to be in-residence and to participate fully in all training and operational activities which commence prior to the opening of the residence halls.

Section 3. All RAs are required to stay through the closing of residence halls each semester. PMs are required to stay through to the end of finals unless released earlier. Exact dates will be furnished as soon as reasonably feasible.

Section 4. An RA/PM may be hired at any point during an academic year. In all cases, the term of employment shall expire at the end of the spring semester of that academic year.

Section 5. The non-reappointment of an RA or PM shall not be subject to grievance and arbitration pursuant to this Article or Article 15 of this Agreement.

If an RA/PM is not reappointed to the position for the following academic year, the RA/PM is entitled to a meeting with the applicable Assistant Director. This meeting will provide the RA/PM with an opportunity to present information that may be used by the Assistant Director to re-consider the decision to not renew the appointment.

If the meeting with the Assistant Director does not reach an outcome satisfactory to the RA/PM, the RA/PM may meet with the Director of Residence Education or Director of Residence Education/Residential Learning Communities Director to similarly discuss the non-reappointment decision. The RA/PM may, at his/her option be accompanied to the meeting with the Assistant Director and/or the Director by a Union representative. These meetings are focused on providing the employee who was not reappointed an opportunity to provide the University's representative with reasons to reconsider the reappointment decision. The decision of the Director of Residence Education will be final.

Section 6.

- (a) No RA or PM shall remain employed if s/he does not meet minimum academic requirements for the position, including GPA and full-time student status requirements.
- (b) No RA or PM shall remain employed if he/she is excluded from living in the residence halls for a violation of the Code of Student Conduct (CSC) pursuant to CSC standards and procedures. No RA or PM shall remain employed if he/she is excluded from living in the residence halls for a violation of the Residential Life Community Life Standards (RLCS), provided the exclusion results from the application of standards and procedures applicable to all students residing in UMass residence halls.
- (c) Termination pursuant to (a) or (b) of this Section shall not be subject to the grievance and arbitration procedure, Article 15, of this Agreement.

Section 7

- (a) Except as provided in the foregoing sections, no employee shall be disciplined or discharged without just cause.
- (b) Except in the case of discharge or suspension without pay, disciplinary action shall not be grievable, provided that any prior disciplinary action that is included as grounds for discharge or suspension without pay shall not be considered a settled

record in a grievance or arbitration brought to contest the discharge or suspension without pay.

- (c) All disciplinary notices shall be accompanied by a written notice describing the basis for the discipline being taken. A notice of discharge or suspension without pay shall contain the following statement:

Under the contract between the University and the Resident Assistant/Peer Mentor Union (represented by UAW Local 2322) you have the right to grieve this action. To obtain advice and/or representation, contact Local 2322 at 800-682-0269 or info@uaw2322.org.

The local union shall be informed that an unnamed Resident Assistant or Peer mentor has been discharged or suspended without pay by e-mail whenever such action is taken.

Section 8 Grievance/Arbitration in Discharge/Suspension Without Pay Cases

(a) Grievance Step

Grievances concerning discharge or suspensions without pay shall be filed with the Campus Contract Administrator within seven (7) days of receipt of the termination notice. The Campus Contract Administrator or his/her designee shall schedule a grievance meeting with the grievant and union promptly following receipt of the grievance. The contract administrator shall issue a written response following the grievance meeting. For purposes of this provision, days shall mean business days, and shall exclude weekends and holidays.

(b) Arbitration

If the grievance is not satisfactorily resolved through the above Step, the Union may file a request for expedited arbitration with the Mass Department of Labor and Workforce Development Division of Labor Relations by no later than seven (7) days after receipt of the grievance response.

In the event that the Union requests arbitration, the University shall offer the grievant an alternative room in a campus residence hall. The grievant shall be provided with not less than two days to move. In the event an RA who has accepted such room loses his/her arbitration, he/she may be required to reimburse the University for the cost of the alternative room pro-rated for the period of the academic year it is occupied by the RA; provided that the amount shall not exceed the value of the RA's room subsidy, pro-rated for the period following his/her termination.

As an alternative a discharged resident assistant may choose to apply their room waiver to a new housing assignment in a shared room without being liable for repaying any of

the room fee provided they waive their grievance challenging their termination under this article.

No arbitrator shall have the authority to award a reinstatement or make-whole remedy that extends beyond the academic year in which the RA or PM was appointed.

ARTICLE 12 COMPENSATION

Section 1. RA compensation

A. RAs' compensation shall consist of a stipend (in accordance with the schedule laid out herein), a room fee waiver at the shared room rate, single surcharge fee waiver (for the sole occupancy of a shared room) and Residential IT fee waiver in place for the fiscal year in which they are employed.

B. RA Stipends

(1) **Fiscal Year 2016 Stipends.** The following stipends shall be effective July 1, 2015:

The annual RA stipend for Fiscal Year 2016 for first year RAs shall be \$4200; the semester stipend shall be \$2100.01 fall and \$2100.01 spring; the bi-weekly stipend shall be \$247.06.

The annual RA stipend for Fiscal Year 2016 for returning RAs shall be \$4400; the semester stipend shall be \$2200.066 fall and \$2200.06 spring; the bi-weekly stipend shall be \$258.83.

(2) **Fiscal Year 2017 Stipends.** The following stipends shall be effective July 1, 2016:

The annual RA stipend for Fiscal Year 2017 for first year RAs shall be \$4500.00; the semester stipend shall be \$2314.35 fall and \$2185.78 spring; the bi-weekly stipend shall be \$257.75.

The annual RA stipend for Fiscal Year 2017 for returning RAs shall be \$4700.00; the semester stipend shall be \$2417.22 fall and \$2282.93 spring; the bi-weekly stipend shall be \$268.58.

(3) **Fiscal Year 2018 Stipends:** The following stipends shall be effective July 1, 2017:

The annual RA stipend for Fiscal Year 2018 for first year RAs shall be \$4650.00; the semester stipend shall be \$2391.48 fall and \$2258.62 spring; the bi-weekly stipend shall be \$265.72.

The annual RA stipend for Fiscal Year 2018 for returning RAs shall be \$4850.00; the semester stipend shall be \$2494.35 fall and \$2355.78 spring; the bi-weekly stipend shall be \$277.15.

Section 2: PM Compensation

A. Peer Mentors compensation shall consist of a stipend in accordance with the schedule laid out herein, and a single surcharge fee waiver (for the sole occupancy of a room) at the rate for the fiscal year in which they are employed.

B. PM Stipends

(1) Fiscal Year 2016 Stipends: The following stipends shall be effective July 1, 2015:

The annual PM stipend for Fiscal Year 2016 for first year PMs shall be \$6300; the semester stipend shall be \$3054.56 fall and \$3245.47 spring; the bi-weekly stipend shall be \$381.82.

The annual PM stipend for Fiscal Year 2016 for returning PMs shall be \$6300; the semester stipend shall be \$3054.56 fall and \$3245.47 spring; the bi-weekly stipend shall be \$381.82.

(2) Fiscal Year 2017 Stipends: The following stipends shall be effective July 1, 2016:

The annual PM stipend for Fiscal Year 2017 for first year PMs shall be \$6800; the semester stipend shall be \$3497.22 fall and \$3302.93 spring; the bi-weekly stipend shall be \$388.58.

The annual PM stipend for Fiscal Year 2017 for returning PMs shall be \$7000.00; the semester stipend shall be \$3600.00 fall and \$3400.00 spring; the bi-weekly stipend shall be \$400.00

(3) Fiscal Year 2018 Stipends: The following stipends shall be effective July 1, 2017:

The annual PM stipend for Fiscal Year 2018 for first year PMs shall be \$7050.00; the semester stipend shall be \$3625.74 fall and 3424.31 spring; the bi-weekly stipend shall be \$402.86.

The annual PM stipend for Fiscal Year 2018 for returning PMs shall be \$7250.00; the semester stipend shall be \$3728.61 fall and \$3521.47 spring; the bi-weekly stipend shall be \$414.29.

Section 3. Effective dates

All wage or stipend increases for RAs and PMs shall be effective at the beginning of the payroll period immediately following the effective date of such raises unless otherwise specified in this Agreement. Employees on staff on the date of ratification of this Agreement who were employed in the bargaining unit during Fiscal Year 2016 shall receive retroactive payment of the 2016 stipend increases provided in this Article.

Section 9. Other Fee Waivers

In each fiscal year, RA shall receive a Residential Services Fee waiver at the rate in place for that year. The value of this fee waiver in Fiscal Year 2017 is \$252.00.

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ARTICLE 13 SECOND JOB

Bargaining unit members may hold a second part-time job and/or significant campus leadership role, however, it is agreed that their bargaining unit job is primary job and takes precedence over any other employment or campus leadership role.

ARTICLE 14 LAYOFFS

In the event the Employer/University Administration determines that it is necessary to reduce the RA/PM work force due to financial reasons, organizational/programmatic changes, or due to unforeseen catastrophic circumstances, no RA/PM shall suffer a loss in compensation or benefits as defined in Article 12, Compensation, of this Agreement during the RA/PM term of appointment. However, in the above instances, at the Employer/University Administration's discretion, reassignment of duties may occur. Prior to any reassignments occurring, impact bargaining shall take place.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures. Termination-related grievances shall be processed in accordance with Article 11 of this Agreement.

For grievances involving Peer Mentors, the University representative at Step 1 shall be the Learning Community Specialist and the University Representative at Step 2 shall be the Residential Learning Communities Director.

Section 1. Definitions

A. Grievant - shall mean an RA or PM, a group of RAs and/or PMs, or the Union on behalf of one or more RAs/PMs or on its own behalf, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement, signed by the grievant[s], stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested. Issues excluded from the scope of Agreement by Article 3 cannot be grieved or arbitrated.

C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day. Summer and Winter breaks shall be exempt from computation of calendar days.

D. Immediate Supervisor - the term "Immediate Supervisor" for the purposes of this Article shall mean the immediate work supervisor designated by the Employer/University Administration.

E. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the Employer/University Administration.

Section 2.

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

B. A grievance not initiated within thirty (30) days of the occurrence giving rise to the grievance or the date on which the grievant reasonably should have known of the grievance shall be irrevocably waived and shall not be processed through this procedure or heard by an arbitrator. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer/University Administration exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 4. If a grievant(s) or the Union decides to pursue a grievance through another forum outside of the contract grievance procedure, the grievance shall be put into abeyance if the investigating agency or court decides to proceed formally with the complaint. The grievance shall remain in abeyance until it is resolved, concluded or withdrawn at that agency or court.

C. Any RA or PM may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative. However, the Employer/University Administration shall notify the Union of grievances filed by a RA or PM on his/her own behalf. The Union shall be afforded the opportunity to be present at any step of the grievance procedure and any adjustment made shall not be inconsistent with the terms of this Agreement nor shall any resolution be binding on the Union. An RA or PM may request that the Union represent him/her at any Step of the grievance procedure. No other representation, except when there is specific Union approval for other representation, shall be permitted.

D. A grievance may be withdrawn at any level.

E. No reprisals of any kind shall be taken by either party to this Agreement against any RA or PM initiating or participating in a grievance.

Section 3. Procedure for Filing of a Grievance

A. Step 1: Informal – Assistant Director of Residence Education.

A grievant shall initiate a grievance by filing with his or her Assistant Director a written notice that a grievance exists and to request a meeting. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. At the grievance meeting, which shall occur within seven (7) days of the written request, the Assistant Director and the grievant, shall seek through discussion to resolve the grievance. Any settlement reached during the informal step of

the grievance process shall not be binding until it is reduced to writing and signed by the Union and the Employer/University Administration.

B. Step 2: The Director for Residence Education

If within seven (7) days after the informal meeting the matter remains unresolved the grievant may file to the Director of Residence Education a written grievance statement as defined above in Section 1, B. Director of Residence Education or his/her designee shall schedule a meeting with the grievant to discuss the grievance and to seek a mutually agreeable resolution. That meeting shall be scheduled within seven (7) days of receiving the written grievance. A written response to the grievance shall be sent within seven (7) days from the date of the meeting.

C. Step 3: Campus Contract Administrator or designee:

If the grievance remains unsettled, the grievant shall within fourteen (14) days after receipt of the Step 2 response, forward to the office of the Campus Contract Administrator a written copy of the grievance together with a request to set up a Step 3 meeting. The Contract Administrator or his/her designee shall schedule such meeting within twenty-one (21) days of receipt of such notice. The meeting shall consist of representatives of both sides who shall meet to discuss, and if possible, resolve the grievance. A written response to the grievance shall be sent within fourteen (14) days from the date of the meeting.

Section 4. Step 4: Mediation and Arbitration.

If the grievance remains unsettled, the Union may initiate the grievance to arbitration. Submission of the grievance to arbitration with the American Arbitration Association shall be made within thirty (30) days of the Step 3 response. Written notice of the appeal to arbitration shall be sent to the Campus Contract Administrator.

MEDIATION:

1. Once the arbitration request has been made, the parties may utilize grievance mediation as a way to resolve the grievance. It is recognized that grievance mediation must be jointly agreed to by the parties prior to its utilization. When the parties have agreed to mediation, a grievance mediator shall be requested from the Massachusetts Board of Conciliation & Arbitration or the parties may agree on a neutral of their own choosing. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties. If after sixty (60) days from the request for grievance mediation the grievance is not settled the grievance shall be referred to arbitration. The settlement positions taken by the parties at mediation shall not be admissible at arbitration. In all mediation proceedings, mediator's fees and expenses shall be paid 50% by the Union and 50% by the Employer.

2. By mutual agreement, the parties may agree to grievance mediation as outlined above at an earlier stage in the grievance process, provided however, that in these instances, if

the grievance is not resolved sixty (60) days from the request for grievance mediation the grievance will return to the grievance process and proceed in accordance with this Article.

ARBITRATION:

Arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. If the grievance remains unsettled, the Union may initiate the grievance to arbitration. Submission of the grievance to arbitration with the American Arbitration Association shall be made within thirty (30) days of the Step 3 response. Written notice of the appeal to arbitration shall be sent to the Campus Contract Administrator.
2. The arbitrator shall be selected through the procedures of AAA. The parties may choose an arbitrator by any other method by mutual agreement. The arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission.
3. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days' notice to the parties prior to the scheduled hearing date.
4. The Union and Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article.
5. Decision of the Arbitrator: The Arbitrator shall make every effort to issue his or her decision within thirty (30) days after the conclusion of the hearing. The arbitrator shall determine
 - a. Whether the Union and, where a RA or PM or a group of RA's or PM's sought resolution of the grievance through the applicable Steps of this Article, such RA or PM or a group of RA's or PM's, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
 - b. Whether the complaint alleges an express breach of the contract;
 - c. Whether the arbitrator has jurisdiction to arbitrate; and,
 - d. Whether an express provision of this Agreement has been violated in its application to the grievant.

The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding. Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this

Agreement and shall not alter, amend, extend, or revise any term or condition hereof. Furthermore, the arbitrator shall be without authority to consider or render decisions concerning any academic matter or any aspect of a bargaining unit members' status as a student. The decision and award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Employer/University Administration except where the decision rendered is not consistent with the provisions of this Agreement or with the provisions of applicable state statutes and is appealed in accordance with M.G.L. Chapter 150C.

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

ARTICLE 16 PROVISION OF INFORMATION

Section 1. In accordance with applicable state and federal statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, information which is relevant and reasonably necessary to the Union's execution of its duties as exclusive bargaining representative, provided the release of such information is not violative of applicable law and regulations.

Section 2. Each Fall and Spring semester, within seven (7) calendar days after the start of classes, the Employer/University Administration will provide to the Union an updated list of RAs and PMs with the name, residence hall, room telephone number and University e-mail addresses known to the employer, excluding those RAs or PMs who have requested, in accordance with state and federal statutes, to have such information suppressed from publication. In the months of January and June, the University will provide a list of RAs and PMs for the following semester. This list will include transfers and new hires and will exclude those RA or PMs who have requested, in accordance with state and federal statutes, to have such information suppressed from publication. In addition, the Employer/University Administration will provide to the Union the name, residence hall, room and telephone number of any RAs/PMs who have transferred during each semester, as well as the hiring of new RA/PMs, except those RAs/PMs who have requested, in accordance with state and federal statutes, to have such information suppressed from publication.

Section 3. The Union will furnish the Employer/University Administration with a list of Union officers and staff representatives on an annual basis with updates as needed.

ARTICLE 17 EVALUATION PROCESS

Section 1. PURPOSE

The purpose of evaluation is to provide on-going job performance feedback to RA's and PM's in a formal manner and to assist RA's and PM's in improving their performance. It is a process designed to offer positive comments and reflections as well as to address performance issues.

Section 2. EVALUATORS

The parties agree that RA/PMs will be evaluated normally each semester on a form and through a process determined by Residential Life. A supervisor who is not a member of the bargaining unit shall do the written evaluation and determination of any evaluation rating. Multi-rater feedback may however be sought from any appropriate source.

Section 3. ELEMENTS OF EVALUATION

The performance appraisal program used by Residential Life for RA's and PM's may include self-evaluations, periodic meetings with supervisors, a written evaluation and other forms such as goal setting sheets needed to make the appraisal process effective.

Section 4. APPEAL OF EVALUATIONS

An RA or PM who is dissatisfied with their evaluation shall be entitled within fourteen (14) calendar days of receiving the evaluation to arrange a meeting to discuss it with either the supervisor signing the evaluation or another senior staff member within the RA/PM's cluster. If they are not satisfied with their evaluation after that meeting, the RA/PM shall be entitled within fourteen (14) calendar days of the meeting to arrange a meeting with the Assistant Director to discuss the evaluation. The content of evaluations shall not be subject to Article 15, Grievance and Arbitration Procedure. An RA/PM may grieve the evaluation process but only to Step 3, Campus Contract Administrator or designee, of Article 15, Grievance and Arbitration Procedure.

ARTICLE 18 PARKING

RA/PMs shall be given priority and not be placed on any wait list for the purchase of Yellow or Purple parking lot permits. RAs/PMs will be allowed to purchase parking lot permits in Yellow Lots for \$40 per academic year.

If there are unsold permits in the Purple lots by September 30th, bargaining unit members may purchase Purple lot permits for \$60 or exchange a Yellow lot permit for a Purple lot permit for an additional \$20.

ARTICLE 19 LABOR-MANAGEMENT CONSULTATION

Section 1: There shall be a Labor-Management Committee comprised of up to eight (8) bargaining unit members designated by the Union, a representative of UAW Local 2322, the Director of Residence Education, and such other representatives of Residential Life and the Campus as may be designated by the University. The parties shall each provide the other with a list of their representatives to the Labor-Management Committee at the beginning of each semester and each shall notify the other of any changes to their representatives during the course of the semester.

Section 2: The Committee shall meet twice per semester and an additional time if the Union shall request, or more often by mutual agreement of the Union and University. A secretary shall be designated by the Committee to take minutes of Labor-Management Committee meetings, which shall be distributed to each representative.

Section 3: The purpose of the Labor-Management Committee shall be to discuss work-related issues and concerns, and to seek to resolve concerns through dialogue and in appropriate situations through agreement. Both parties shall have the right to propose items for the meeting agenda. Where possible, each party will provide the other with a list of its proposed agenda items at least one (1) week before the scheduled meeting, understanding that matters may arise after this exchange which may nonetheless be appropriate for discussion. The Labor- Management Committee shall not have the authority to discuss or resolve grievances or to engage in collective bargaining.

ARTICLE 20 RA and PEER MENTOR COUNCILS

Section 1. The RA Council is an advisory body whose purpose is to provide a forum for RAs to give input and feedback to Residential Life on issues related to the RA position and residential living. However, the RA Council shall not be used to discuss particular grievance cases nor as a substitute for conducting formal negotiations on any subject. The University acknowledges that the RA Council is not in any respect a substitute for meeting its obligations to the exclusive representative of the employees in the bargaining unit of this contract including when required to provide notification to the Union and is not a forum for discussions of grievances or a substitute for bargaining with the Union or addressing matters properly bargained with the Union.

Section 2. The employer shall convene a Peer Mentor Council under the same provisions and restrictions of the RA Council described in section 1 of this Article. Nothing in this article shall prohibit joint meetings of the RA Council and Peer Mentor Council as appropriate.

Section 3. Participation in the RA and PM Councils is voluntary; no RA or PM will be disciplined for non-participation.

Section 4. If the Employer/University Administration decides to have a Peer Mentor or RA Council in any given year, two (2) RAs and two (2) Peer Mentors, selected by the Union, shall be permitted to attend Council Meetings as observers, not as participants, and, the Employer/University Administration agrees to place on the RA Council agenda, once per semester, the issue of Cluster Funding.

Section 5. The Employer/University Administration shall keep minutes of any RA and Peer Mentor Council meetings. Said minutes will be distributed to each participant and to the Union.

ARTICLE 21 NO STRIKE/NO LOCKOUT

Section 1. Neither the Union nor any RA/PM shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or a withholding of services, in whole or in part, by bargaining unit members.

Section 2. The Union shall exert its best effort to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best effort to terminate it.

Section 3. The Employer/University Administration agrees not to engage in the lock-out of bargaining unit members.

ARTICLE 22 SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the parties agree, within thirty (30) calendar days after either party receives written notice from the other, to reopen negotiations on the provision(s) found to be null and void.

ARTICLE 23 EFFECT OF AGREEMENT

Section 1. It is acknowledged that during the negotiations which resulted in this Agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither side shall be obligated to any additional bargaining.

Section 2. This Agreement supersedes all prior practices, policies, and procedures on subjects addressed herein, and may be modified only by the parties' written agreement.

ARTICLE 24 PEER MENTORS

1. Peer Mentors are required to reside in a campus residence hall. Peer Mentors mentor and conduct programming for students in the residence hall to which they are assigned, and complete related administrative responsibilities as assigned.
2. The Employer/University Administration and the Union recognize that the nature of the Peer Mentor job and its responsibilities and duties do not conform to a standard work week schedule. The parties recognize that individual Peer Mentors' work schedules will vary.
3. The Peer Mentor position is a part-time position. A Peer Mentor will work, on average, fifteen (15) hours per week during the academic year. It is understood that a Peer Mentor will work more than fifteen (15) hours per week at some points including, but not limited to, occasions when Peer Mentors exchange RASC hours. Peer mentors shall attend up to 2 training weeks in August and one training week in January on such dates as are identified by the University. Peer mentors shall be compensated for thirty (30) hours per training week at their current hourly rate. It is understood such compensation is included in their aggregate stipend described herein.
4. Peer Mentors will be assigned by their supervisors five (5) hours per week during which they are required to be in the Residential Academic Success Center (RASC.) These hours of responsibility shall be between 4:00 PM and 11:00 PM and between Sunday and Thursday. Each Peer Mentor is required to spend two (2) hours per week interacting with residents excluding scheduled RASC hours and events coordinated by the Peer Mentor.
5. Peer Mentors are required to attend weekly staff meetings that shall not normally exceed one (1) hour except in unusual circumstances, in which case a staff meeting shall not exceed one (1.5) hours. Peer Mentors shall be excused from attendance when a staff meeting conflicts with a scheduled University review session, class or exam. The Employer will make every reasonable effort to schedule staff meetings to accommodate the academic schedules of Peer Mentors. Supervisors may also schedule individual, one-to-one supervisory meetings, which shall normally not

exceed thirty (30) minutes, except in unusual circumstances, in which case meetings shall not exceed one (1) hour.

**ARTICLE 25
TRAINING**

The Union shall designate up to four (4) bargaining unit members to participate on the University's RA/PM Training Planning Committee.

**ARTICLE 26
DURATION**

Section 1. This Agreement shall be for the period from July 1, 2015, through June 30, 2018, and except as otherwise noted the terms contained herein shall become effective on the date of its execution by the parties and shall terminate on the date provided.

Section 2. On or before October 15, 2017, the parties shall exchange their negotiating demands for changes in the current Agreement and shall commence negotiations for a successor Agreement. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement.

University of Massachusetts

Resident Assistants Union/United
Automobile, Aerospace and Agricultural
Implement Workers of America,
Local Union 2322

By Martin Meehan, President

Karen Rosenberg, UAW International
Servicing Representative

Dated: _____

Jocelyn Silverlight, President UAW Local
2322

Jean Ahlstrand MacKimmie
Director of Residence Education

Dated: _____

Diana Fordham,
Operations Manager Residential Life

Dawn Bond
Director of Student Services

Sara Littlecrow Russell
Chief of Staff for Student Affairs

Nicholas Marshall, Labor
Relations Administrator

Anjali S. Cadena
Residential Learning Communities Director



Residential Life

**WAIVER OF FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT
PROTECTION FOR PROVISION OF PAYROLL INFORMATION TO UAW/RAU**

The Resident Assistants Unit/Local 2322/UAW represents the bargaining unit to which you belong and as a condition of employment must either become a member of the union or pay an agency service fee. A federal law known as the Family Educational Rights and Privacy Act (FERPA) prohibits the University from releasing to third parties any information from your educational record, including information related to your employment as a Resident Assistant, without your prior written consent. If you wish to authorize the release to the Resident Assistants Unit /Local 2322/UAW of information related to the payroll deduction for payment of union dues or agency service fee for this and any future bargaining unit appointments as a Resident Assistant you may have, you should sign the statement below. A more complete description of your rights under FERPA can be found at http://www.umass.edu/registrar/family_educational_rights.html.

I hereby authorize and direct my employer, the University of Massachusetts, to provide to RAU/Local 2322/UAW information relating to payroll deduction for payment of union dues or agency service fee.

Student's Signature

Date

Student Campus Address: Residence Hall: _____

Room # _____

You may withdraw your authorization at any time by filling out the appropriate request in the Housing and Residence Life's Human Resources Office, at least fourteen (14) business days in advance of the effective date.