

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, 2021 to June 30, 2024



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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

2.01

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.

2.02

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.

2.03

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.

2.04

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 including residence hall policies their administration and associated procedures.

Article 4 Union Security

4.01

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.

4.02

An RA/PM may consent in writing to the authorization of the deduction of Union dues and/or initiation fee from their 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 their 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 their departure from the bargaining unit.

4.03

Upon confirmation from the President's office that FERPA replacement language (essentially the employee must "opt out" instead of "opt in") is acceptable, sections 3 and 4 will be so modified. 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 and PMs 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 their duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

4.04

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.)

4.05

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 23 of this Agreement.

4.06

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.

4.07

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

Union Business

5.01: 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.

5.02: Bulletin Boards

The Union may post notices on bulletin boards provided in each RA office and Residential Academic Success Center (RASC) for official union business. All materials posted will have union branding/logo.

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 and RASC within the first week of the fall semester.

5.03 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.

5.04 Union Orientation

The Union will have 60 minutes to conduct a mandatory union orientation to take place at a time mutually agreeable to the Union and the University during the opening orientation session for RA/PM training which takes place in August and January. This session shall not take place at the immediate beginning, end or on either side of lunch of that day without the mutual agreement of the Union and the University.

Furthermore, an additional one (1) hour of RA/PM training in both the Fall and Spring semesters shall be set aside for RAs and PMs to learn about the history of unions and the necessity of working class power. These trainings shall be voluntary, exclusively designed and presented by the Union, and shall take place during a designated lunch period.

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.

5.05 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.

5.06 Union Dues and Payroll Deduction Forms

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

The Union is permitted to distribute the Authorization for Payroll Deduction forms for Union Dues at RA/PM orientations and throughout the academic year as necessary.

5.07 Release Time

RAPMU shall designate up to three (3) bargaining unit members to be allocated an aggregate of eighteen (18) 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. Twenty four (24) additional hours shall be allocated by the RAPMU during bargaining. 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 designated hourly rate of the RA or PM.

Article 6 Labor-Management Committee

6.01

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.

6.02

Such meetings shall take place at least once per month, and other consultations may occur by mutual agreement, as needed, scheduled at the beginning of the semester. A

secretary shall be designated by the Committee to take minutes of Labor-Management Committee meetings, which shall be distributed to each representative.

6.03

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.

6.04

The Labor-Management Committee will replace the RA Council and PM Council.

Article 7 No Strike/No Lockout

7.01

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.

7.02

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.

7.03

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

7.04

The Employer/University further agrees to not retaliate against RAs/PMs for engaging in protected concerted activity. Nothing in this Article restrains the Employer/University right to address performance and conduct that falls below University expectations and/or violates policy.

Article 8 Dignity and Respect

All bargaining unit employees are to be treated with dignity and respect at all times.

Article 9 Non-Discrimination, Equal Opportunity, Prevention of Sexual Harassment

9.02

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.

9.02

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.

9.03

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.

9.04

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.

9.05

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 the [University of Massachusetts Amherst Policy Against Discrimination, Harassment, and Related Interpersonal Violence- Including Sexual and Gender-Based Harassment, Sexual Assault, Sexual Exploitation, Intimate Partner Violence, Stalking, Complicity, and Retaliation](#) and/or applicable State and Federal Laws and/or may be subject to Article 23, Grievance Procedure. However, submission of such a matter to an outside remedy including, but not limited to, the MCAD or EEOC would prevent any further action on a grievance.

9.06

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 10

Job Descriptions

10.01

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 23, Grievance/Arbitration Procedure, of this Agreement.

10.02

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.

10.03

Any changes to job descriptions that materially affect the wages, hours and working conditions of members of the bargaining unit shall be addressed through impact bargaining.

Article 11

Term Of Appointment

11.01

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.

11.02

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.

11.03

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.

Article 12

Resident Assistants Work Schedules

12.01

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.

12.02

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.

12.03 RA On-Duty Work Schedules

A. The majority of work hours for the Resident Assistant position occur during the evening and night hours. Each area shall be staffed by RAs on-duty from 8pm until 7am the following morning Sunday through Thursday, and from 8pm until 9am the following morning Friday through Saturday, and the night prior to a university holiday. 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.

12.04 Break Housing RAs

Day/Shift Coverage and Compensation for RA's Employed During Thanksgiving, Winter and Spring Breaks- "Break Housing RA's"- The parties agree that the terms applicable to Break Housing RA's will commence with the 2020-2021 academic year and that any issues regarding Break Housing RA's shall be dealt with at Labor-Management.

- A. RAs who work during break periods shall have similar responsibilities as RAs that work during academic semester.
- B. In addition to the RA position, there will be a Break Housing RA position with Break Housing RA's to receive compensation at the applicable rate for the additional weeks of responsibility. Leave accruals for Break Housing RAs will be adjusted to reflect the additional weeks worked.
- C. Resident Assistant candidates and Resident Assistants requesting to return will have the opportunity to indicate their desire to be selected to serve in a break housing hall on their application. RAs indicating desire to serve in break housing are expected to fulfill break housing responsibilities during all break periods if placed in a break housing hall.
- D. In the case of the University needing more RAs for break coverage, they may request volunteers. For requesting volunteers, the Employer/University Administration will make an announcement at least thirty (30) calendar days in advance advertising the need for RAs over Thanksgiving break, Winter, and Spring Break staffing.
- E. Volunteer staffing selection shall be made as follows:
 - a. RAs who are not Break Housing RAs of the building(s) remaining open for break periods will be given the right of first refusal for required break coverage.
 - b. Unfilled schedules will be advertised across campus, who will have the opportunity to voluntarily sign up for shifts
- F. For volunteers:
 - a. Every effort will be made to first place RAs in a double single, then a room of equal or greater size, during Thanksgiving, Winter, and Spring breaks.

- b. 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 forty dollars (\$40.00) a week.
- c. Volunteers will be compensated for each additional work week at the applicable rate.

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

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

I. 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.

J. All shifts and all duties must be covered and the Residence Director (RD) and Apartment Communities Coordinator have final responsibility for making the duty/shift schedule.

12.05 Compensation for Summer RAs

- A. RAs who work during the summer shall have a similar workload as RAs that work during academic semesters (Fall and Spring).
- B. Summer RAs shall be paid at the applicable pay rate as established in Article 15 Section 1 of this agreement.

12.06 Staff Meetings

A. RA's 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.

12.07 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. Weekend shall be defined as beginning at 5:00 p.m. on Friday and ending at 5:00 p.m. on Sunday.

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.

12.08 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.

Article 13 Peer Mentors

13.01

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.

13.02

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.

13.03

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. For the training weeks, Peer mentors shall be compensated for forty (40) hours per training week at their current hourly rate. It is understood such compensation is included in their aggregate stipend described in this contract.

13.04

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 five (5) hours per week interacting with residents excluding scheduled RASC hours and events lasting from two(2) hours to five (5) hours.

13.05

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 14 Training

13.01

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

13.02

The Union and The University will collaboratively build anti-racist, bias and hatred response training and protocol to improve RAs and PMs' skills and competency in recognizing and addressing racist incidents in the residence halls. Total training will

consist of 2 hours during fall training, 2 hours during spring training, and then 1 hour during staff meetings each semester.

13.03 Training

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

Article 15 Compensation

15.01 Compensation Package

The default compensation package for Resident Assistants and Peer Mentors will consist of a housing waiver and a stipend.

Individual Resident Assistants and Peer Mentors may elect to receive a stipend that includes the value of the housing waiver. RAs and PMs who select this option will be responsible for their housing cost, with no option for payroll deduction. RAs and PMs who select this option will have one opportunity to select this option annually, prior to signing their employment paperwork.

The stipend received in both packages is taxable income.

15.02 Housing Waiver

The value of the RA/PM housing waiver will be set at the fiscal year's Standard Shared Room Rate (including any applicable fees) The value of the Break Housing RA housing waiver will be set at the fiscal year's Break Housing Shared Room Rate (including any applicable fees). The value of the Summer RA housing waiver will be set at that summer's Shared Room Rate (including any applicable fees).

Projected Room Rates:

Summer 2022 Shared Room Rate	\$ 3,496.00
FY23 Shared Room Rate	\$ 7,840.00
FY23 Break Housing Shared Room Rate	\$ 8,440.00
Summer 2023 Shared Room Rate	\$ 3,601.00
FY24 Shared Room Rate*	\$ 8,075.00
FY24 Break Housing Shared Room Rate*	\$ 8,675.00
Summer 2024 Shared Room Rate*	\$ 3,709.00

(*Projected and subject to change)

15.03 Stipends

For the 2021-2022 Academic Year, RAs and PMs who were employed in the bargaining unit during the 2021-2022 academic year will receive a one-time payment that will include the increase to their stipend as follows (staff members who served for one semester only will receive 50% of this amount):

2021-2022 Academic Year Stipends (2.5% increase)

New Resident Assistants	\$ 5,209.89	retro stipend payment: \$ 127.07
Returning Resident Assistants	\$ 5,664.94	retro stipend payment: \$ 138.17
New Peer Mentors	\$ 2,220.99	retro stipend payment: \$ 54.17
Returning Peer Mentors	\$ 2,676.04	retro stipend payment: \$ 65.27

2022-2023 Academic Year Stipends (2.5% increase)

New Resident Assistant	\$ 5,340.14
Returning Resident Assistant	\$ 5,806.56
New PM	\$ 2,276.51
Returning PM	\$ 2,742.94
New Break RA	\$ 6,815.19
Returning Break RA	\$ 7,313.14

2023-2024 Academic Year Stipends (2.5% increase)

New RA	\$ 5,473.64
Returning RA	\$ 5,951.72
New PM	\$ 2,333.42
Returning PM	\$ 2,811.51
New Break RA	\$ 6,985.57
Returning Break RA	\$ 7,495.97

For Academic Year RAs and PMs, 53% of the annual stipend will be paid during the fall semester (to account for the additional training week) and 47% of the annual stipend will be paid during the spring semester.

For Break Housing RAs, 48% of stipend will be paid during the fall semester, 9% during winter break, and 43% during the spring semester.

Summer Stipends (same percentage increase as above)

Summer 2022	\$ 1,461.17
Summer 2023	\$ 1,497.70
Summer 2024	\$ 1,535.14

RA Union Release Time Hourly Rate

FY22	\$15.45 (current hourly rate) plus \$100 lump sum
FY23	\$16.23
FY24	\$16.64

15.04 Meal Plans

No RA or PM shall be required to purchase a meal plan. Effective Fall 2022, each RA/PM will receive 150 dining dollars each Fall, Spring and Summer term that they are on staff. These dining dollars will carry forward from Fall to Spring, but expire at the end of the spring contract, with the exception of those who are on staff over the summer session.

For the 2021-2022 academic year, each RA/PM will receive a \$150 lump sum payment in lieu of dining dollars for each semester employed.

Article 16 Parking

Effective with the start of the 2017-2018 academic year parking rates shall be governed by the terms of the agreement reached between Amherst campus unions and the University in May, 1999.

If the Administration seeks to change the parking fees described in the August 1999 Agreement between the University of Massachusetts Amherst and the University Staff Association/Massachusetts Teachers Association, the Massachusetts Society of Professors, the American Federation of State and County and Municipal Employees Local 1776, Service Employees International Union Local 509, the New England Police Benevolent Association Local 190, the International Brotherhood of Police Local 432 B, the Graduate Employee Organization United Automobile Workers Local 2322 and the RA/PMU, United Automobile Workers Local 2322, the parties will reopen negotiations for the purpose of negotiating parking fees for Resident Assistants and Peer Mentors.

All provisions of the University of Massachusetts Amherst Parking Regulations applicable to teaching assistants and research assistants shall be extended on the same terms to all members of this bargaining unit.

Effective Fall semester 2018, RA/PM employees shall have the option of paying their parking fees by payroll deduction over three (3) pay periods in a semester. Parking Services shall administer this program.

Article 17 Workload

Assignments to RAs and PMs will be such that they can be reasonably expected to discharge them within the number of hours specified in the individual's contract. RA's and PM's shall not be required by their supervisor to work more than ten (10) hours in a single day or more than twice their contracted weekly hours in a single week, except that RA's and PM's may be required to work more than these limits when their responsibilities require them to participate in responses to emergencies.

In the event an RA or PM cannot reasonably discharge their duties within the number of hours specified in their individual contract due to factors outside of their control (i.e., staffing shortages), the employer will provide additional resources or reduce the duties to bring the workload to a manageable level within the parameters of this Article.

In the event of significant increases in elements of an RA or PM's workload contracted hours shall be increased accordingly or such changes shall be structured in such a way

as not to increase the RA or PM's expenditure of time beyond the number of hours specified. Residence Life will provide advance written notice to affected RA's and PM's of department-wide changes and shall meet to discuss such changes with all affected RA's and PM's.

Expedited Grievance Process: Alleged violations of the above provisions shall be subject to Article 23, Grievance procedure, as modified herein.

Informal Step: The RA(s) and/or PM(s) and, at the employee(s)' option, the representative of the RAPMU, shall meet with the representative(s) of the Administration closest to and best able to discuss and resolve the matter. If within ten (10) work days of the request for such meeting, the matter has not been resolved, the RA(s) and/or PM(s) may file a formal grievance and submit it to Step Two, Campus Contract Administrator's Level.

Step Two (Campus Contract Administrator): The Administrator or designee, the RA(s) and/or PM(s) and, at the RA(s) and/or PM(s)' option, the representative for the RAPMU shall meet to discuss and resolve the matter. If within ten (10) work days from the date of submission of the grievance at Step Two the matter has not been resolved, the RAPMU may submit the matter to Arbitration under the terms of Article 23, Step 3 (Level Three Arbitration).

Article 18

Leaves of Absence

18.01 Military Leave

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

18.02 Jury Duty

An RA/PM shall be granted a leave of absence with pay upon request for the period of time they are 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.

18.03 Bereavement Leave/Family Emergency Leave

A. Short Term Leave

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 of a parent, sibling, step-sibling or grandparent 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.

In disputed cases the leave shall be allowed and dealt with upon the return of the RA or PM. Any disputed requests should be submitted to Director of Labor Relations by text.

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.

18.04 Personal Leave

A. Short term leave:

Upon satisfactory evidence of need for a leave of absence, 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, up to seven (7) days over the course of a single semester. Personal leave may be granted to allow staff members to leave campus prior to the closing of halls for break periods. In situations where a short term leave 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 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.

18.05 Medical Leave

A. Short term leave:

Upon satisfactory evidence of a need for a leave of absence, 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 two (2) weeks, not to exceed two weeks per semester. In situations where the short term leave occurs during the RA/PM training period, alternative arrangements for training will take place. No request for short term leave of absence shall be unreasonably or arbitrarily denied.

B. Requests for long term leaves:

In situations where the RA/PM is incapacitated for longer periods of time due to illness or injury, upon satisfactory evidence of need for a leave of absence, requests for a long term leave of absence without pay and reinstatement at a later date will be considered by the Employer/University Administration and shall not be unreasonably denied.

18.06 Coverage

When requesting a leave, employees should seek coverage for responsibilities during their leave period and if unable to find coverage, will communicate coverage needs with their supervisor. As there is no punishment for not obtaining coverage and the University agrees that the failure to find coverage shall not be grounds to deny any leave however employees should seek coverage in all cases.

Article 19 Health and Safety

No RA or PM, shall be forced to work in a situation which presents a serious threat to their health or safety. An RA or PM who has a reasonable belief that they have been assigned a task that presents a threat to their health or safety shall immediately contact the Assistant Director on call to outline their concerns. The RA or PM may refuse to perform the task until they receive a response to that contact from the Assistant Director on call or another member of Residential Life leadership. In the case of an emergency situation, a RA or PM shall contact both the appropriate emergency services to report the emergency and the Assistant Director on call. Nothing in this paragraph shall limit the RA or PM's option to contact EH&S for an assessment. If the University Office of Environmental Health and Safety determines that such a situation exists, the threat will be removed or the RA or PM's work site will be changed within a reasonable period of time. If a work site is closed for health or safety reasons and the RA or PM's are not moved to an alternate work site, the affected RA's or PM's shall continue to receive their full stipends for the remainder of their contracted appointment period. Every attempt will be made by the department head to find alternative, continuing employment for the RA or PM if they are otherwise eligible for continued employment. If the University Office of Environmental Health and Safety determines that protective clothing or equipment are required by a RA or PM, the University will furnish such protective clothing or equipment. Subject to budgetary constraints, the University will attempt to provide an adequately maintained workplace, including maintenance of existing air conditioning and ventilation systems. The RAPMU shall, upon request, be provided with copies of all EHS inspection reports related to work sites of RA's and PM's.

The parties to this agreement acknowledge that RAs and PMs are expected to fulfill the duties and expectations of their position and that this health and safety provision is intended to cover extraordinary circumstances.

There shall be established a Joint Health and Safety Committee (JHSC) which shall be comprised of up to four (4) representatives, two (2) appointed by the Administration and two (2) by the Union. The purpose of the JHSC shall be to discuss matters of health and safety that are of concern to the Administration and/or the Union and to

make recommendations regarding these concerns. At the request of the Administration and/or the Union, the Administration shall provide for attendance at JHSC's meetings of a representative from the University Office of Environmental Health and Safety. The JHSC shall meet quarterly or more frequently by mutual agreement or at the request of either party to address exigent circumstances. The position of Chairperson shall alternate between the Administration and the Union. Either party may place matters on the meeting agenda. Where possible, items should be submitted to the Chairperson at least one (1) week prior to any scheduled JHSC meeting. The Chairperson shall distribute the agenda at least four (4) days prior to the JHSC meeting. It is understood that the JHSC shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. The recommendations of the JHSC shall not be subject to Article 23, Grievance Procedure.

Article 20

Health and Safety Transfer

Should a need exist to transfer an RA or PM from their current room assignment due to a reasonable accommodation under the ADA or safety/security reasons then over a 48 hour period volunteers from locations that provide the accommodation or meet the safety/security need will be sought to swap assignments. If there are no volunteers, the Director of Residence Education and a representative from the Union shall meet to make a rearrangement.

Article 21

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 22

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 23

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.

23.01 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) and/or RAPMU/UAW2322 that there has been a violation of the terms and conditions of this Agreement by the University Administration. Matters covered by Article 25 (Non-Reappointment Procedure) and issues excluded from the scope of this Agreement by Article 3 cannot be grieved or arbitrated. The articles alleged to have been violated should be cited, what event and how that event constituted a violation, along with how the violation affects them, the date of the violation and the requested remedy.
- C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day.
- 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.

23.02 Intent

It is the declared objective of the Administration and RAPMU/UAW2322 to encourage the prompt resolution of grievances either by formal or informal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any RA or PM, or any party mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or RAPMU/UAW2322 elect(s) to seek redress through any other remedy or proceeding established and existing under federal or state law and not established by the University itself or the University system, the Administration may hold the grievance in abeyance until the outside process is completed. The submission of a complaint to the University Office of Equal Opportunity and Diversity would not permit the Administration to put a grievance in abeyance. The parties agree to make available to each other all known relevant facts regarding the

grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. RAPMU/UAW2322 may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, Administration officials identified in the grievance procedure may, upon notice to RAPMU/UAW2322, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an Administration official identified herein to hear a grievance shall hear the grievance and render a decision.

23.03 Procedures

Informal Procedure: When a potential grievance arises, the RA(s), PM(s) and the representative(s) of RAPMU/UAW2322, shall meet with the representative(s) of the Administration closest to and best able to discuss and resolve the matter. The Administration shall make a good faith effort to reach a mutually agreeable resolution.

Formal Procedure: To initiate a grievance, the grievant(s) and/or RAPMU/UAW2322 shall submit a written statement of the facts surrounding the grievance, the specific provision(s) of the Agreement allegedly violated, and the remedy requested within ninety calendar days of the date on which the grievant(s) learned or should have learned of such occurrence, whichever is later. Regardless of the step, a grievance shall always be filed with Labor Relations and then considered at the appropriate step.

Step 1: The Director of Residence Education

The grievant(s), the Director of Residence Education, and a representative of RAPMU/UAW2322 shall meet and discuss the grievance within twenty-one (21) days after the filing of the grievance. The Director of Residence Education shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and RAPMU/UAW2322 within seven (7) days from the date of the meeting.

Step 2: Campus Contract Administrator or Designee:

If within seven (7) business days after the step one meeting the matter remains unresolved, and/or the grievant(s) and/or RAPMU/UAW2322 is not satisfied with the decision at step one, the grievant(s) may file an appeal to the Campus Contract Administrator. The Contract Administrator or their designee shall schedule such meeting within seven (7) 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 seven (7) days from the date of the meeting.

Step 3: Mediation and Arbitration.

If the grievance is not resolved to the satisfaction of the grievant(s) at step two, RAPMU/UAW2322 may submit the grievance, within thirty (30) days of receipt

of the written response at Step 2 or, if none is received by the due date, within thirty (30) calendar days after the due date, to final and binding arbitration. Written notice of the appeal to arbitration shall be sent to the Campus Contract Administrator. Within twenty-one calendar days of the Campus Contract Administrator's receipt of such notice from RAPMU/UAW2322, the parties shall select an arbitrator through the procedures of AAA. The arbitrator shall be selected by mutual agreement from a list provided by the American Arbitration Association. 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.

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.

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.

Decision of the Arbitrator: The Arbitrator shall make every effort to issue their decision within thirty (30) days after the conclusion of the hearing.

The arbitrator shall render a written decision stating the reasons for the determination, and shall promptly provide copies of the decision to the parties to the arbitration proceeding. Notwithstanding any contrary language, in making a decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any of its terms or conditions. 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.

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.

MEDIATION:

1. Once the arbitration request has been made, the parties may jointly agree to refer the matter to mediation. 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 Union may proceed to arbitration. The settlement positions taken and proposals submitted by the parties at mediation shall not be admissible at arbitration. The costs of mediation shall be shared equally by both parties.

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.

23.04 No Reprisal--Witnesses

No reprisal of any kind shall be taken against any RA or PM because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file or any individual involved in any grievance and from any official Student Affairs or Residential Life files. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty.”

23.05 RAPMU/UAW2322 Representation and Rights

A. Any RA or PM may request RAPMU/UAW 2322 representation at any step of the grievance procedure; however, an RA or PM shall not be prevented from processing a grievance on their own behalf prior to arbitration. No other representation, except when there is specific Union approval for other representation, shall be permitted. 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 an 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 it at any Step of the grievance procedure. No other representation, except when there is specific Union approval for other representation, shall be permitted.

B. The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the RAPMU/UAW2322 designated campus grievance representative within seven calendar days of receipt of said grievance.

B. The representative(s) of RAPMU/UAW2322 shall be permitted to be present at any meeting required under the formal grievance procedure, and the RAPMU/UAW2322 representative shall be permitted to present RAPMU/UAW2322 point of view regarding the grievance at such meeting(s). Any adjustment made shall not be inconsistent with the terms of this Agreement nor shall any resolution be binding on the Union

D. Copies of all documents and correspondence filed with respect to the grievance shall be sent to RAPMU/UAW2322 at the time of filing or as nearly thereafter as possible.

23.07 Time Limits

All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or RAPMU/UAW2322 may take said grievance to the next level of the grievance procedure.

Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the grievant(s) and/or RAPMU/UAW2322 prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. In the absence of any such agreement, both parties retain the right to claim procedural arbitrability. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.

Article 24 Discipline/Just Cause

All discipline of a written warning, suspension/final warning, or termination will be for just cause. Verbal warnings are not subject to the grievance procedure. There may be a note to an employee's file that they received a verbal warning and the subject, but an email or letter 'serving as a verbal warning' will be considered a written warning. Verbal warnings are not disciplinary in nature and such notes to employee files cannot be included as grounds for discipline, suspension/final warning, or discharge. No RA/PM will be disciplined for violation of the Code of Student Conduct except as outlined in Article 27 Termination for Academic Reasons or Exclusion from Residence Halls and/or where such behavior directly impacts their ability to perform their duties or occurs in the course of their duties as RA/PM.

Article 25 Non-Reappointment Procedure

25.01

The non-reappointment of an RA or PM shall not be subject to grievance and arbitration pursuant to Article 23 (Grievance and Arbitration Procedure).

25.02

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 reconsider the decision to not renew the appointment.

25.03

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 designee to similarly discuss the non-reappointment decision. The RA/PM may, at their 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 shall be final and shall not be subject to the Grievance and Arbitration Procedure set forth in Article 23.

Article 26 Disciplinary Notices

26.01

The University agrees if the President's Office approves a FERPA definition that allows this notice. Until the time of such approval the Union shall have notice including the RA/PM name and cluster when any FERPA-waived RA or PM receives a disciplinary notice. Non FERPA waived employees will continue to have identifying information redacted per the current practice.

Section 1. All disciplinary notices (including notices of discharge or suspension) 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 or rapmu@uaw2322.org

Article 27 Termination For Academic Reasons Or Exclusion From Residence Halls

27.01

No RA or PM shall remain employed if they do not meet minimum academic requirements for the position, including GPA and full-time student status requirements. Job descriptions will reflect a mid-year academic review as necessary instead of loss of employment at mid year due to academic requirements. All will be considered on a case by case basis. The parties cannot envision a situation where and RA or PM whose GPA is between 2.0 and 2.5 would be dismissed mid-year.

27.02

No RA or PM shall remain employed if they are excluded from living in the residence halls for a violation of the Code of Student Conduct (CSC) pursuant to CSC standards and procedures including Residence Hall Policies.

27.03

Termination pursuant to Section 1 or 2 of this Article shall not be subject to the grievance and arbitration procedure set forth in Article 23.

Article 28 Grievances In Discipline Cases

28.01 Expedited Grievance Procedure

- A. Grievances concerning discharge or suspensions without pay may be filed with the Campus Contract Administrator within seven (7) business days of receipt of the termination notice by the union. The Campus Contract Administrator or their designee shall schedule a grievance meeting with the grievant and union within seven (7) days following receipt of the grievance. The contract administrator shall issue a written response within seven (7) days following the grievance meeting. For purposes of this provision, days shall mean business days, and shall exclude weekends and holidays.
- B. A terminated employee shall be provided with not less than three (3) days to move to alternate living arrangements.
- C. If the University exceeds any time limit or fails to act within the prescribed grievance processing time limits, the grievance shall be deemed to be denied and the grievant and/or Union may proceed to the next grievance level.
- D. The time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. In the absence of any such agreement, both parties retain the right to claim procedural arbitrability.
- E. For discharge/suspension without pay grievances, no rights or remedies are waived as a result of employing the normal grievance procedure in Article 23 rather than expedited grievance procedure herein.

28.02 Arbitration

- a. 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 Department of Labor Relations by no later than seven (7) business days after receipt of the grievance response.
- b. In the event an RA or PM who has accepted such room loses their arbitration, they 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 or PM; provided that the amount shall not exceed the value of the RA or PM's room subsidy, pro-rated for the period following their termination.
- c. As an alternative a discharged resident assistant may choose to apply their room subsidy 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.

- d. 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 29

Provision Of Information

29.01

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.

29.02

In accordance with applicable state and federal statutes, each Fall, Spring, and Summer, two weeks prior to the start of student staff training, and within seven (7) calendar days after the start of classes, the Employer/University Administration will provide the Union a listing of all Resident Assistants and Peer Mentors, that includes FERPA designated directory information, unless withheld at the individual's request, including student's name, residence hall address, phone number, and university e-mail addresses known to the employer, and position.

29.03

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 30

Evaluation Process

30.01 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.

30.02 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.

30.03 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.

30.04 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 23, Grievance and Arbitration Procedure. An RA/PM may grieve the evaluation process but only to Step 2, Campus Contract Administrator or designee, of Article 23, Grievance and Arbitration Procedure.

Article 31 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 32 Effect Of Agreement

32.01

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.

32.02

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

Article 33 Uniforms

Staff are expected to wear a Residential Life shirt and nametag during Fall move-in and Spring move-out shifts. Staff are expected to wear a nametag during RA duty and visibility hours and PM RASC hours.

Article 34 Duration

33.01 This Agreement shall be for the period from July 1, 2021, through June 30, 2024, 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.

33.02 On or before October 15, 2023, 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.

Memorandum of Understanding 1, Relationship Protection

There shall be a committee, with an equal number of members appointed by the Administration and the Resident Assistant and Peer Mentor Union, to review current policies and structures in place to protect RAs, PMs and Residents from abusive relationships. The Committee will be appointed and begin meeting after ratification of the current contract.

Memorandum of Understanding 2, Evaluations

There shall be a committee, with an equal number of members appointed by the Administration and the Resident Assistant and Peer Mentor Union, with a biweekly meeting time set within 14 days of ratification of the contract to discuss and develop a new evaluation system.

