

Agreement

This settlement agreement is made by and between the parties, the University Staff Association/MTA/NEA (“the Association”) and the University of Massachusetts (“the University”). Whereas the parties desire to resolve issues regarding retention and compensation of employees in the positions of Bacteriologist I and II who are employed in the University Health Services, they have reached agreement containing the following terms and conditions:

- 1) The Association and the University agree that the undertakings made in this document are solely directed to the staff who are employed as Bacteriologist I and Bacteriologist II in the Medical Laboratories at the University Health Services and do not apply to other positions, including other Bacteriologist positions, on the UMass Amherst campus.
- 2) Candidates for a recruitment range salary must have the appropriate educational credentials and must be a registered medical technologist, as defined by UHS and Total Compensation. A salary above the first step may be offered to a candidate only after consultation with and approval from the Office of Total Compensation. The Compensation Staff will work with UHS to confirm the educational level and years of directly related experience. No dispute over the determination of education and experience shall be subject to the grievance and arbitration procedure.
- 3) The definition of recruitment range for eligible candidates is as follows:
 - Employees with fewer than five years of directly related experience shall be hired on the first step of the salary schedule.
 - Employees with at least five but fewer than ten years of directly related experience shall be hired on the fifth step of the salary schedule.
 - Employees with ten or more years of directly related experience shall be hired on the eighth step of the salary schedule.
- 4) The University will apply the recruitment range to incumbents as follows:
 - The adjustment for current Bacteriologist I staff will be made retroactive to the date of hire (the earliest date of hire is May 11, 2003).
 - Staff members who are currently in Bacteriologist II positions will be paid retroactive to their date of promotion (May 4, 2003) based on their step at the time of promotion. The promotion rate will be applied to the relevant Grade 17 step to locate the appropriate Grade 19 step. No retroactive payments will be made to Bacteriologist II’s earlier than the date of promotion.
- 5) The parties acknowledge that the recruitment range for the UHS Bacteriologist positions has been put in place to deal with current recruiting challenges. As the job market changes, the University reserves the right to amend or eliminate the recruitment range. The University will inform the Union prior to taking any such action.

In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures below.

UNIVERSITY OF MASSACHUSETTS AMHERST

By: _____ Dated: _____
Nicholas N. Marshall, Labor Relations Administrator

By: _____ Dated: _____
Eileen Corbeil, Manager of Total Compensation

By _____ Dated: _____
Bernette Melby, Director of Health Services

UNIVERSITY STAFF ASSOCIATION

By: _____ Dated: _____
Donna Johnson, President

By: _____ Dated: _____
Robert Whalen, Bargaining Consultant