MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter “University”) and AMERICAN FEDERATION OF STATE COUNTY AND LOCAL EMPLOYEES, COUNCIL 93, Local 1776 (hereinafter “Union”) and contains the following terms and conditions. The Parties have reached a tentative agreement on the terms of a successor agreement to their collective bargaining agreement, which covers the term July 1, 2014 through June 30, 2017. The purpose of this memorandum is to memorialize all of the agreements made by the parties in those negotiations. The parties agree that once this memorandum is ratified a successor agreement incorporating these changes will be prepared and executed. For the consideration of the mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

ARTICLE 10 – Workweek and Work Schedule
Section 1. Amend by deleting the existing the existing language below:

C.2 Housing and Residence Life
Southwest North Residential Area
Southwest South Residential Area
Northeast Sylvan North Residential Area
Orchard Hill Central Residential Area
Central Services

And replacing with the following:

C. 2 Residential Life

a. East

1. Custodial
   Northeast/Sylvan/North
   Orchard Hill/Central

2. Maintenance – non licensed
   Northeast/Sylvan/North
   Orchard Hill/Central

3. Licensed Trades
b. West
   1. Custodial

   Commonwealth Honor's College Residential Community

   Southwest/South (includes Lincoln Apartments)

   Southwest/North

   2. Maintenance – non licensed

   Commonwealth Honor's College Residential Community

   Southwest/South (includes Lincoln Apartments)

   Southwest/North

   3. Licensed Trades

c. Rental Properties (Family Housing)

d. Central Services

ARTICLE 10 Workweek and Work Schedule

AMEND Section 3 to read as follows:

Section 3. Shift Choice

Whenever the Employer determines that a change in the number on a shift is needed or a vacancy arises on a shift due to transfer or promotion, shift choice shall be awarded in order of seniority with first preference for the shift going to the senior employee within the department. Departments are defined as follows: Physical Plant Division (includes Alteration Department), Residential Life, Auxiliary Services, Transportation Services (includes Parking Services and Transit Services), UMass Amherst Police Department, Office of Information Technology, University Health Services, Athletics, Environmental Health and Safety, Academic Departments. No employee shall be involuntarily moved between shifts except for cause and with twelve (12) working days' notice, except in cases of emergency and otherwise in accordance with section 6.B.1. These same provisions shall apply to changes in days off and shift changes. If the employee is not satisfied with the days off or shift change, he/she may elect to return to his/her former shift and/or days off within ten (10) working days.
Article 10 Workweek and Work Schedule

Amend Section 7. Overtime as follows:

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of eight hours per day or forty hours per week of actual work (excluding sick time and family sick time, vacation and other accrued time).

B. An employee whose regular workweek is less than forty (40) hours, shall be compensated at his/her regular rate for up to forty (40) hours of actual work (excluding sick time and family sick time, vacation and other accrued time) per week that is in excess of his/her regular workweek.

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of eight (8) hours in his/her regular workday except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work (excluding sick time and family sick time, vacation and other accrued time) in excess of his/her regular workday. Compensatory time off, computed at time and one half in lieu of overtime compensation, may be authorized by the CEO upon request of the employee.

Amend Subsection E by deleting in its entirety as follows:

E. With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. However, this paragraph will not be implemented until an UMass-Amherst/AFSCME Local 1776 labor-management committee develops guidelines.

And replacing with the following language:

E. With the exception sick time and family sick time, all time for which an employee is on paid leave status shall be considered time worked for the purpose of calculating overtime. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year of alternate time (vacation, holiday, compensatory or personal and up to two (2) days per year of sick time (with medical evidence provided per Article 11, Section 1, Subsection E, Items 1 through 4). This provision shall take effect on January 1, 2016. The parties shall meet in the meantime if needed to discuss the implementation of this language on that date.
ARTICLE 10  Work Schedule and Workweek

Amend Section 17 B. by adding the following language after the last sentence:

Employees working hours outside of the regular shift during periods that the University is closed, shall be compensated at two (2) times their regular rate of pay for all hours worked.

ARTICLE 11 – LEAVE  Propose that this be a side letter

There shall be created a joint labor-management committee with the authority to research, design and bargain one or more employer sponsored systems to replace the current sick-leave system for bargaining unit members. The joint committee will be comprised of three (3) members of the bargaining unit appointed by the Union and three (3) members appointed by Management. For the duration of the agreement, there shall be a 120 day cap on the accrual of sick leave for employees hired on or after January 1, 2015. If the committee fails to bargain a replacement system, the current sick-leave system will continue without any accrual caps.

ARTICLE 11 – LEAVE

Section 2 – Paid Personal Leave
Amend first sentence to read as follows:

On the first day of the first full payroll cycle of the first payroll week of the new calendar year, full time employees will be credited annually with four (4) paid personal leave days, which must be taken during the following twelve months, at a time or times requested by the employee and approved by the CEO, provided that such request complies with prior existing contractual language. Any employee ……..etc.
include rest of language as it.

Amend Section P 2 (b) to read as follows:

One (1) day shall be converted into an additional personal day (for a total of five (5) personal leave days) to be used in accordance with Section 2 of Article 11.

Article 11 – Section 3 Bereavement Leave

Upon evidence, satisfactory to the CEO of the death of a spouse, domestic partner, child, parent, brother, sister, grandparent or grandchild of an employee, or parent of a spouse, or person living in the immediate household, and employee shall be entitled to leave without loss of pay for a maximum of five (5) consecutive working days.

In the event of the death of an employee’s son-in-law, daughter-in-law or of the spouse’s or domestic partner’s brother, sister, grandparent; grandchild, step-parents, step-child, step brother/sister, or step grandparent, a maximum of three (3) consecutive working days shall be available for use by an employee.

In the event that the internment or memorial service for any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one (1) of the days to the later date. Such request shall be made at the time of notification to the CEO of the death of one (1) of the above named relatives and shall not be unreasonably denied.
ARTICLE 11 – LEAVE

Section 7. Maternity and Adoptive Leave

Amend by deleting Subsection E in its entirety and replacing with the following language:

During the first ten (10) days, not including scheduled days off and holidays, of maternity leave, birth of a baby leave, adoptive leave, or foster care leave, the employee shall receive his/her regular salary. When an eligible full-time or part-time employee and his/her eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid, per instance, under this provision.

Article 13 – VACATIONS - Amend Section 10 by replacing

forty-five days (45) with sixty-four (64)....

Article 13 – VACATIONS Propose that this be a Side Letter

Amend last proposal (09-17-2014) by deleting in its entirety and replacing with the following:

There shall be created a joint-labor management committee with the authority to research, design and bargain one or more employer-sponsored systems to replace the current vacation-leave system for bargaining unit members. The joint committee will be comprised of three (3) members of the bargaining unit and three (3) members appointed by Management. For the duration of this agreement, the current vacation-leave terms will remain unchanged. If the committee fails to bargain a replacement system, the current vacation-leave system will continue without any accrual caps.

Article 14 – HOLIDAYS

Amend Section 8 to read as follows:

An employee who is on an authorized leave without pay for any of his/her scheduled workday immediately preceding or immediately following a holiday or is on authorized leave without pay for the entire workday immediately preceding and immediately flowing the holiday, shall not receive pay or a compensatory day off for that holiday. On the fourth occurrence of the calendar year, an employee who calls in to use any portion of, or all accrued sick leave the workday immediately preceding or immediately following the holiday shall submit satisfactory medical evidence pursuant to Article 11, Section 1, Subsection E, Items 1 and 2 in order to receive pay for the day(s) in question. Denial of authorization for such leave shall not be arbitrary or capricious.
ARTICLE 19 - PROMOTIONS AND FILLING OF VACANCIES

Section 1 - Posting of Vacancies

A. All vacancies in positions subject to this Agreement as soon as possible after the Employer determines they are available to be filled, shall be posted for not less than seven (7) calendar days, and said posting shall be on the so-called “yellow sheet” under the procedures of the Employment Office. The appointment authority is recognized as the sole authority to appoint an applicant to a vacant position. When the appointment authority determines that a vacancy is to be filled it will be made public on a website designated for that purpose and through which applications shall be submitted. Bargaining unit employees who cannot use computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

B. The notice of vacancy shall include the following:
   1. Job title
   2. Grade and/or salary range
   3. Application closing date
   4. Department of Personnel Administration job specifications or location where such description can be obtained.
   5. If grant funded, the termination date, source of funding and length of funding, if known
   6. Hours and days of work (shifts).
   7. Notice of any written or practical test that may be required.

C. All notices of vacancies at the University shall be posted in at least one (1) conspicuous place and other places customarily used for such purposes.

D. Notice of vacancies will be sent to the designated Union official upon posting.

E. Any employee, seeking to be considered for any such vacant position, shall submit a written an application through the designated website in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates, for such vacant position, shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

F. If a position is advertised twice on the Yellow Sheet for the period of time required under this Agreement and no qualified applicant is identified, the position may be advertised outside of the University. A current bargaining unit employee, who does not apply through the Yellow Sheet process for such a position, may apply through an advertisement in the manner specified on the advertisement. An employee, responding to the advertisement in this circumstance, shall receive the same consideration as any other outside applicant and any language, giving preference to bargaining unit applicants through the designated website process, shall not apply nor shall any language, relating to seniority by-pass or other similar processes, apply. In addition, an employee, responding to an advertisement for vacant position under the circumstances described in this paragraph, shall be responsible for providing all material, including but not limited to resumes, requested in the advertisement.

Section 2 - Selection

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in accordance with the official campus Affirmative Action plan. Every feasible effort will be made to FAX the targeting letter to the Union office by 4 p.m. on the Friday following the appearance of a targeted bargaining unit position on the yellow sheet. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time, the Union shall be notified of the delay.

Amend by first striking above and then replacing with the following New Section 2 to read as follows:
Vacant positions in the bargaining unit will be posted as internal campus job postings on the University’s on-line applicant tracking system for a minimum of five (5) business days before being posted for external (off-campus) applicants. Applications submitted on-line by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered prior to interviewing any external applicants for the position. Internal applicants may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to hold internal campus job postings if the written application form is received after the five (5) business day internal posting period.

Section 3. Criteria
A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment. Any employee, who applies for a lateral transfer, shall be subject to the same criteria and shall not be disadvantaged in comparison to with employees seeking a promotion. A demotion shall be defined as an appointment to a position of a lower job grade.
B. The following criteria shall be used by the CEO in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.
   1. Ability to perform the requirements of the position.
   2. Work history and performance.
   3. Experience in related work.
   4. Education and/or training related to the position.
C. If in the judgment of the CEO there are two (2) or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University.

Section 4. Trial Period
A. An employee, who is promoted or laterally appointed, shall serve a three (3) month trial period from the effective date of such promotion or lateral appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months continuous employment from the most recent date of hire.
B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his/her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, s/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) formal grievance hearing held at a campus level.
C. If the employee is not satisfied with the new position, s/he may elect to return to his/her former position within thirty (30) days after said new appointment.
D. All appointments made pursuant to this section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee, who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure, shall not be terminated, but shall return to his/her former position.
Section 5.

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive notice by way of the so-called "yellow sheet" on the back of such sheet of non-selection by the appearance of an applicant's name (not his/her own) which shall serve as notice of the non-selection of all other applicants. Late notice shall not preclude the filing of a grievance of non-selection.

At the employee's written request, on the attached form, s/he will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, s/he may be accompanied by a representative designated by the Union. If the employee is not satisfied with the reason(s) for non-selection, s/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) formal grievance hearing held at the campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Amend by adding the following: Upon written request from an employee, (his/her) test results will be provided within five (5) days of the request.

Section 6. Extension of Seniority

In the case of institute, grant, or contract employees' seniority, for the purpose of applying for vacant positions, shall be extended three (3) months beyond the actual expiration date of the then current funding source.

Section 7. Reduction in Grade

Any employee, in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provision of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

Section 8. Maintainer

A Dietary Worker seeking appointment to a Maintainer I, and a part-time Maintainer I seeking a full-time appointment, within or without his/her current work location, shall both be considered a voluntary transfer, and be governed by the terms of Article 10, Section 4.

Section 9.

Bargaining unit members, promoted into positions determined by the Employer to involve the exercise of supervisory responsibilities, may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision. Whenever practicable, training sessions will be scheduled during the ninety (90) day trial period.

Measurement standards for course evaluation shall be determined by the instructor and conveyed to participants at the beginning of the course. The evaluation of the employee by the trainer shall be evidence of the employee's qualification in the supervisory area.

The decision to enroll the employee in a supervisory training program is not grievable.

Section 10. Temporary employees—The University may hire or promote an employee temporarily only under the following conditions. The termination of a temporary employee at the end of their service shall not be considered a layoff and shall, if they were not previously employed by the University, constitute a complete and final separation from employment. If
the employee was previously employed by the University, they may be returned to their prior
position. A temporary employee or a temporarily promoted employee may not grieve or
arbitrate the termination of their temporary employment. Upon written request from the Union,
a labor-management meeting shall be held to review the status of, and prospective
circumstances of a temporary position, provided that such meeting shall not occur more often
than once in each year of the temporary appointment. Temporary promotion and employment
shall be limited to the following circumstances:

1. An employee may be hired to fill a vacancy on a temporary basis. Such appointment
   shall not exceed the end of the fiscal year in which the appointment is made or six (6)
   months whichever is longer.
2. An employee may be hired to fill a vacancy when an employee is on leave due to
   illness, injury, or any other approved leave.
3. Employees may be hired for a specific project or a specific need provided the duration
   of the appointment is announced on the job posting. A term appointment may not
   exceed two years.
4. Temporary appointment shall be made under the following conditions; Appointments
determined to be of thirty (30) working days duration or longer shall be advertised on
the yellow sheet. In all cases appointments which last more than thirty (30) working
days shall be advertised on the yellow sheet.

Section 11.

The employer shall provide the Union with a list of the names, requisition numbers and
bargaining unit vs non bargaining unit status of employees hired into vacancies as described on this
provision.

ARTICLE 22 – OUT OF TITLE WORK

Amend Section 2A Work in a Higher Classification

By increasing the amount from nine ($9.00) dollars per day to twelve ($12.00) per day effective July
1, 2014.

ARTICLE 22 – OUT OF TITLE WORK

Amend Section 2B Work in a Higher Classification

By deleting in its entire and replacing with the following new Section B as follow:

An employee who is assigned by his/her supervisor to perform overtime work in a higher
classification shall receive, in addition to their regular overtime compensation, eight ($8.00) dollars
for each consecutive four hours worked. The employee shall complete and transmit to his/her
supervisor, the form attached (Appendix C-1). The supervisor shall thereupon complete the
applicable portion of the form and transmit the same to the CEO who shall thereupon determine
whether the work assignment is or is not out of title work.
ARTICLE 26 – PROFESSIONAL DEVELOPMENT - REVISED - see A1f
Section 26.1 Tuition Remission Policy
A. Full-time Employees
1. Eligibility
a. All full-time exempt and non-exempt employees of the University, who are paid from the AA Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one (1) calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions. (see b, c, d, and e below).

b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted, or step-child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. No employee’s child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee’s child who continues to meet the IRS standards of dependency.

c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.

d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this section d and the above section e shall include, but not be limited to, any program of study begun at a community college and continued without interruption through the bachelor's degree at a state college or university.

e. If an eligible employee leaves the employment of public higher education under conditions other than those described in c and d above while a spouse or child is enrolled in a course or program, the spouse or child may complete the semester already begun. At the end of the semester, his/her eligibility for tuition remission terminates.

f. For the life of the Agreement, the curriculum fees for spouses and dependents, who are eligible for tuition waivers, pursuant to the University of Massachusetts Policy on Tuition Waivers (U Mass T96-129) shall remain at the level in effect for the 2009-2009 academic year.

2. Applicability
Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

a. For enrollment in any state supported course or program at the undergraduate or graduate level at any community college, state college or university, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.

b. For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university; fifty percent (50%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

3. Limitations
a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.
c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled. 

d. Tuition remission benefits are non-transferable.

4. Certification Process
To qualify for tuition remission, an employee must take the following steps:

a. Apply for and be admitted to the desired course/program.

b. Complete a “Certificate of Eligibility for System-Wide Tuition Remission” and have it signed by his/her department head or supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee’s spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

C. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee, his/her spouse, or dependent children must remit payment at the same time for costs not covered by tuition remission.

. d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made, except in unusual circumstances beyond the control of the employee.

5. Continuation of Existing Benefits
The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel policies.

6. Interpretation of This Policy
The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems appropriate and necessary. No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

B. Part-time Employees
1. Eligibility
a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

b. The spouse and dependent child or children of any eligible part time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Regent’s System-Wide Tuition Remission Policy shall apply to children of eligible part time employees.

2. Applicability
Tuition remission shall be provided to eligible part-time employees, their spouse, and dependent children as follows:

a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any community college, state college, or university, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.

b. For employees in any non-state course or program offered through continuing education, including any community service course or program, at any Community college, state college, or university, twenty-five percent (25%) tuition remission shall apply.

c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regent's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

**Dependent and Spouse Fee Waiver Policy**

- This plan, which is effective Fall 2015 semester, covers all full and part-time undergraduate students. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.

- Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.

- Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.

- Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.

- This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers’ Compensation and FMLA) are not eligible for this benefit.

- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is terminated for cause from his or her position the waiver shall be extended only through the semester in which the separation occurred.

- If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the waiver is continuous.
• If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.

• A “dependent child” shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents covered must be under the age of 26 and meet established criteria to be considered and to remain eligible for this benefit must meet the IRS standards of dependency.

• For dependents covered under this plan they must meet established criteria to be considered and remain eligible for this benefit.

• The applicable fees for which this waiver applies are the Curriculum/Operating fees.

• The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.

• The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amounts shall end with the Spring 2015 semester.

For Continuing Education

Applicability
Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.
Limitations

a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.

Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

* Additional benefits, if any, derived from the University’s current bargaining with PSU-A, shall be similarly provided to AFSCME Local 1776 when their Agreement is ratified and becomes effective on the date of President’s execution.

Article 17  EMPLOYMENT COMPENSATION

YEAR 1

A. Effective the first pay period in July 2014, all eligible bargaining unit members, who are on the payroll as of July, 2014, shall receive a one and one-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2015, all eligible bargaining unit members, who are on the payroll as of January 2015, shall receive a one and one-half percent (1.5%) base rate salary increase.

C. Effective December 31, 2014, (0.25 of 1% of the total salaries of all members) shall be available to be applied differentially to address specific operational needs and may not be applied across the board. The funds described in this section shall be applied to increase the employer’s contribution to the Health and Welfare Trust by fifty ($0.50) cents. A joint labor management committee consisting of equal numbers of Management and Union representatives shall meet to bargain and agree upon the distribution of balance of the funds described above throughout the life of the Agreement.
YEAR 2

A. Effective the first pay period in July 2015, all eligible bargaining unit members who are on payroll as of July 2015, shall receive a one and one-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2016, all eligible bargaining unit members who are on payroll as of January 2016, shall receive a one and one-half percent (1.5%) base rate salary rate increase.

C. Effective December 31, 2015, (0.25 of 1% of the total salaries of all members) shall be available to be applied to address specific operational needs and may not be applied across the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust by fifty ($0.50) cents. A joint labor management committee consisting of equal numbers of Management and Union representatives shall meet to bargain and agree upon the distribution of the balance of the funds described above throughout the life of the Agreement.

YEAR 3

A. Effective the first pay period in July 2016, all eligible bargaining unit members who are on payroll as of July 2016, shall receive a one and one-half percent (1.5%) base rate salary increase.

B. Effective the first pay period in January 2017, all eligible bargaining unit members who are on payroll as of January 2017, shall receive a one and one-half percent (1.5%) base rate salary increase.

C. Effective December 31, 2016, (0.25 of 1% of the total salaries of all members) shall be available to be applied to address specific operational needs and may not be applied across the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust by fifty ($0.50) cents. A joint labor management committee consisting of equal numbers of Management and Union representatives shall meet to bargain and agree upon the distribution of the balance of the funds described above throughout the life of the Agreement.

All economic changes shall be effective on the first Sunday following the date denominated except when the date denominated is a Sunday, in which case they shall be effective on that date.
A New Side Letter to read as follows:

The employer shall be required to provide to the Union on its monthly Transaction Report notification of employees who have left the University of Massachusetts due to retirement.

A New Side Letter to read as follows:

The Employment Office/staff exclusively, shall have the responsibility of directing and administering the on-line application process for the University of Massachusetts.

Effective May 1, 2015, the Director/staff shall establish six to eight training sessions or more, if necessary, for a period of nine (9) months beginning May 1, 2015 or the first day of the month following the execution of the Agreement between the negotiating parties.

AFSCME members who choose to file an on-line application subsequent (during) to attending the training shall be invited to participate in one of the training sessions and be released for approximately two hours on the specific date and time scheduled by the Employment Office.

Applications submitted by AFSCME members will be not be scanned during this period.

Effective May 1, 2015, or the first day of the month following the execution of the Agreement between the negotiating parties, paper applications submitted by AFSCME members applying for positions during the nine month period only, will be submitted to the appropriate departments via campus mail or by requesting a messenger from the department to come to the office to pick them up and deliver them to the respective personnel. At the end of the nine (9) month period, February 29, 2016, paper applications will no longer be accepted.

Job postings (AFSCME) that are advertised outside of the University may be filed by submitting an on-line application or resume through the Interview Exchange Applicant Tracking system.

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

For the University of Massachusetts:

By Robert Carr, President

Don R. Teres, Labor Relations Specialist

Dated: 04-09-2015

Dated:
Higher Education Staff Coordinator

Allen Beaulieu, Bargaining Team Member

Patricia Dushane, Bargaining Team Member

Randall Boivin, Bargaining Team Member

Donald Sabola, Bargaining Team Member

Melanie Jacque, Bargaining Team Member

Leann Robinson, Bargaining Team Member

Mark Grabiec, Bargaining Team Member

James Wysocki, Bargaining Team Member

Dated:

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