

MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter "University") and THE PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA, UNIT B (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 had a term of July 1, 2007 through June 30, 2008. The purpose of this memorandum is to memorialize all of the agreements made by the parties in those negotiations. All provisions of this agreement not amended by this memorandum shall be unchanged. 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:

ECONOMIC PACKAGE

Section 30.1 Annual Salary Rate Increase

For contract dates July 1, 2008 through June 30, 2009

A. There will be no salary increase in this contract term.

For contract dates July 1, 2009 through June 30, 2012

A. Effective July 5, 2009, employees shall receive a base increase equal to one percent (1%) of the employee's current annual salary as of that date.

If actual tax revenues in FY '10 are equal to or exceed \$20.3 billion, an additional 1% satisfactory performance salary increase will be made. This increase will be retroactive to 7/5/09 (for a 2% total wage increase in year 2) and shall be effectuated on the passage of a

supplemental appropriation bill providing the full amount of monies required for such an increase.

If actual tax revenues in FY '10 are equal to or exceed \$21.4 billion, an additional 2% satisfactory performance salary increase will be made. This increase will be retroactive to 7/5/09 (for a 3% total wage increase in year 2) and shall be effectuated on the passage of a supplemental appropriation bill providing the full amount of monies required for such an increase.

The calculation of actual tax revenues will not include federal stimulus spending or other one time revenues.

B. Effective July 4, 2010, employees shall receive a base increase equal to three percent (3%) of the employee's current annual salary as of that date.

C. Effective July 3, 2011, employees shall receive a base increase equal to three percent (3%) of the employee's current annual salary as of that date.

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.

Eligibility

30.6

Bargaining unit members who were employed as such on the effective date of the salary increases provided under this Article but who retire, die, are laid off, were on an approved leave of absence, or transfer to another position at the University prior to the payment of such increases, shall be entitled to receive such increases through the date on which their service as a member of the unit terminated. Bargaining unit members whose service terminates for other reasons prior to the Governor's signing of the appropriation shall not be eligible for such increases. An employee who was active during the dates of the Agreement and terminated for cause shall be eligible for compensation if subsequently reinstated due to an Arbitrator's award.

Health and Welfare

12.2B

For contract dates July 1, 2008 through June 30, 2009

Effective July 1, 2008 the University will contribute thirteen dollars (\$13.00) per week per FTE to the Health and Welfare Trust.

Should the Health and Welfare Trust Fund covering employees in this unit for eighteen (18) months during the life of this agreement operate from its reserves or other funds not provided by the Commonwealth a Dependant Care Assistance Program providing reimbursement for up to \$500.00 of approved Dependant Care expenses and comporting with applicable rules and standards for such programs, the Employer will, in the beginning of the next fiscal year, contribute on behalf of each full-time employee equivalent in the bargaining unit an additional amount of one dollar (\$1.00) per calendar week to a Health and Welfare Trust Fund.

The amount of contributions for each year shall be based on the number of full-time-equivalent employees in the bargaining unit as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; however, provided that for non-state-funded bargaining unit members at the University, the number of full-time-equivalent employees in the bargaining unit may be surveyed quarterly. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administration expenses of the fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

For contract dates July 1, 2009 through June 30, 2012

Effective July 1, 2009 the University will contribute thirteen dollars (\$13.00) per week per FTE to the Health and Welfare Trust.

Effective on the first week in January 2011, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of thirteen dollars and fifty cents (\$13.50) shall be paid to the Health and Welfare Trust.

Effective on the first week in January 2012, and additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fourteen dollars (\$14.00) shall be paid to the Health and Welfare Trust.

Should the Health and Welfare Trust Fund covering employees in this unit for eighteen (18) months during the life of this agreement operate from its reserves or other funds not provided by the Commonwealth a Dependant Care Assistance Program providing reimbursement for up to \$500.00 of approved Dependant Care expenses and comporting with applicable rules and standards for such programs, the Employer will, in the beginning of the next fiscal year, contribute on behalf of each full-time employee equivalent in the bargaining unit an additional amount of one dollar (\$1.00) per calendar week to a Health and Welfare Trust Fund.

The amount of contributions for each year shall be based on the number of full-time-equivalent employees in the bargaining unit as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; however, provided that for non-state-funded bargaining unit members at the University, the number of full-time-equivalent employees in the bargaining unit may be surveyed quarterly. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administration expenses of the fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

30.7 K Special Campus Needs Pool

For contract dates July 1, 2008 through June 30, 2009

Effective July 8, 2007, an amount equal to 0.3% of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and University Administration on each campus. The parties agree to meet by May 1, 2009 to determine a plan for the expenditure of the Pool for the contract year July 2008-June 2009.

For July 2009 – June 2012 contract:

DRAFT 4-28-2008 PSU/MTA/NEA Unit B Amherst

Effective July 8, 2007, an amount equal to 0.3% of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and University Administration on each campus. The parties agree to meet by January 1, 2010 to determine a plan for the expenditure of the Pool for the contract years July 2009 - June 2012.

Further the Collective Bargaining Agreement in existence shall be modified as follows. All provisions not modified by this memorandum shall be unchanged:

1.) Cleanup –

Subsequent to reaching an agreement, and prior to final printing, a sub-committee of the respective negotiating teams will meet to review and modify contract language as follows:

- A) to reflect current time and attendance practices including
 - Accrual each payroll period
 - Leave awarded and recorded on a calendar basis
 - Correct effect of off payroll status on accruals
- B) Elimination of the term “CEO” throughout the contract
- C) Standardization of the definition of family to match Unit A Spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, or the bargaining unit member’s grandparent or grandchild, or a relative living in the immediate household of a bargaining unit member.

2.) *Modify Section 8.2 to reflect current practice*

Section 8.2 Paid Personal Leave

A. On the first ~~day of the first full payroll cycle payroll day~~ of the new **calendar fiscal** year, full time employees will be credited annually with five (5) paid personal leave days which must be taken during the following twelve (12) 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. The employee will forfeit any paid personal leave not taken by the last day of the last full payroll period of a **calendar fiscal** year. Personal leave days for

regular part-time employees will be granted on a pro-rata basis. Personal may be used in conjunction with vacation leave. Full-time employees hired into the bargaining unit from off-campus or from an unbenefited position on-campus on or after the beginning of each calendar fiscal year will be credited with personal leave days in accordance with the following schedule:

Date of hire into unit	Personal leave days credited
Beginning of <u>Calendar Fiscal</u> Year to September <u>March</u> 30	4
April <u>October</u> 1 to June 30 <u>December 31</u>	3
July <u>January</u> 1 to September 30 <u>March 31</u>	2
October <u>April</u> 1 to End of <u>Calendar Fiscal</u> Year	0

B. An employee who is promoted or transferred into the bargaining unit from a benefited position on campus shall transfer with them the amount of personal days they had prior to the transfer and shall not receive any additional days for that calendar fiscal year.

C. In the event a part-time employee moves to full-time status, he/she shall be credited with the amounts above based upon date of entry into full-time status minus the time already credited for that calendar fiscal year.

3.) *Add New Section 9.18*

Section 9.18 Vacation Buy-out

Employees with at least three (3) years of service as of June 1 of each year of this Agreement shall be eligible to receive as a cash payment an amount equal to up to one week of the individual's accrued vacation leave, provided that the following conditions are met:

- 1) Documentation of one of the following scenarios must exist, and may consist of supervisor's acknowledgement in writing, copies of an email exchange between the employee and supervisor, or similar substantiation, and;
- 2) The employee must have requested vacation and been denied by the Supervisor. The employee must further request and have been denied a reschedule of the vacation within 30 days of the original date proposed;
- 3) Or, the supervisor has failed to respond to a request for vacation leave within 30 days and later denied the request;
- 4) Or, the supervisor has approved a request for vacation leave and later revoked that approval.

The decision to cash in vacation leave in accordance with this provision must be made by June 1. Vacation days cashed in shall be deducted

from the employee's vacation leave balance. Payment shall be made no later than the last pay period in July. Payments made under this provision shall not be included on base salary for any purposes, including the calculation of retirement benefits or subsequent salary increases.

4.) *Add New Section 8.20*

Section 8.20 Organ Donation Leave

Bargaining Unit Members may take a leave of absence of not more than 30 days in a calendar year to serve as an organ donor, without loss of or reduction in pay, without loss of leave to which he/she is otherwise entitled and without loss of credit for time or service. All leaves granted under this Section shall be done in accordance with Chapter 149, Section 33E of the Massachusetts General Laws.

5.) *Modify Section 8.9 from 12 weeks to 26 weeks*

Section 8.9 Family Leave.

A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure, and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding **twenty-six (26)** ~~twelve (12)~~ weeks. Such leave shall be without pay or benefits for such period. The CEO may, at his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for or to make arrangements for the care of, the employee's spouse, domestic partner, parent, grandparent, grandchild, or relative living in the same household.

6.) *Modify Section 22.3.A.Step 1 notice from 10 days to 30 days*

Section 22.3 Procedure for Filing of a Grievance

A. Step 1: Informal - Immediate Supervisor and/or Department Head.

A grievant shall institute the grievance procedure of this Article by filing with his/her immediate supervisor and/or department head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a

resolution of a grievance. No such notice may be filed more than **thirty (30)** ~~ten (10)~~ days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The immediate supervisor and/or department head shall meet or arrange to meet within five (5) days with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the immediate supervisor and/or department head have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to the next level.

7.) *Add New Section 23.5 to Article 23 Personnel Files*

Section 23.5

Upon request of the employee, negative material shall be removed from the employee's Personnel File unless the Contract Administrator determines it shall not be removed. In making a decision as to whether material will be removed, the Administrator shall consider the time which has elapsed since the material was placed in the employee's file, the employment record of that employee, and the importance of the material to maintaining necessary information about an employee's University service. The decision of the Contract Administrator as to whether material will be removed from the file shall be issued in writing with reasons. In the case of material that is more than two years old, the decision of the Contract Administrator shall be subject to review through the grievance arbitration procedure as to whether the decision to not remove material was unreasonable. The parties agree to use an expedited process with the Board of Conciliation and Arbitration for those decisions by the Administrator that are challenged by the Union in arbitration pursuant to this Section. The parties recognize that letters of suspensions are considered negative material under the terms of this Section.

8.) *Add New Section 23.3*

Section 23.3 Freeze on Mandatory Fees for Employee Spouses and Dependents

All mandatory fees will be frozen at the 2008-2009 academic year levels for all UMass employees' spouses and dependents who are eligible for tuition waivers within the UMass system.

A multi-union, system-wide labor/management committee, including any unions that choose to participate, shall be established as of

January 1, 2011 to develop a joint proposal to waive all mandatory fees for all UMass employees' spouses and dependents who are eligible for tuition waivers, including Continuing Education waivers for employees, within the UMass system. Management's representatives on this committee shall include a representative from the UMass President's Office.

9.) *Modify Article 32*

ARTICLE 32 DURATION

For contract dates July 1, 2008 through June 30, 2009

This Agreement shall be for the one (1) year period from **July 1, 2008 through June 30, 2009** ~~July 1, 2007 to June 30, 2008~~ and the terms and conditions of employment contained herein shall become effective on the date of its execution by the parties unless otherwise specified. ~~At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2008.~~ This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached or either party gives sixty (60) days notice of cancellation of the agreement to the other by certified mail return receipt requested. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

For contract dates July 1, 2009 through June 30, 2012

This Agreement shall be for the **three (3)** ~~one (1)~~ year period from **July 1, 2009 through June 30, 2012** ~~July 1, 2007 to June 30, 2008~~ and the terms and conditions of employment contained herein shall become effective on **July 1, 2009, or** the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, **2012** ~~2008~~. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached or either party gives sixty (60) days notice of cancellation of the agreement to the other by certified mail return receipt requested. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

10.) *Add New Side Letter*

SIDE LETTER M

MIDTERM NEGOTIATIONS AROUND DRIVER'S LICENSE

Upon completion of these negotiations, the parties agree to participate in midterm negotiations on the topic of employees' requirement to notify management concerning his or her ability to operate University or State vehicles, or to drive personal vehicles for University business. Such negotiations shall be completed no later than June 30, 2009.

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

For the Professional Staff
Union/MTA/NEA

For the University of
Massachusetts, Amherst

Date:

Date: