

DRAFT SUMMARY OF CHANGES
FOR CONTRACTS DATED
7-1-2008 TO 6-30-2009
AND
7-1-2009 TO 6-30-2012

ARTICLE 6

Affirmative Action/Non-Discrimination/Sexual Harassment

Modify Section 6.4

Section 6.4

This Article shall be grievable to **Step 3, Step 2, the Vice Chancellor/Chancellor's level of the Grievance and Arbitration Procedure**, Article 7.

ARTICLE 13

Layoffs

Modify 13.2.A.3 to refer to modified definition of term employee

Section 13.2 Definition

A. Layoffs shall be defined as follows:

1. Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.
2. A grant-funded bargaining unit member's functional job or position is terminated due to a lack of funds or lack of work.
3. A state-funded or trust-funded bargaining unit member explicitly hired for a specific project with a specified duration, **as per Section 14.6**, completes that stipulated project.

(Note that it was realized that this language fell out of the contract at some point, and it was agreed by Management and Labor to return it to the contract as it was never bargained away.)

New Section 13.3 D, restore missing language

Section 13.3 Layoff Notices and Consultation

D. Once notice is given, the Employer/University Administration and the affected bargaining unit member by mutual agreement may abbreviate the length of the previously given notice period by agreeing to a lump sum payment of fifty (50) percent of the bargaining unit member's weekly salary for each week that the previously given notice is shortened.

ARTICLE 14

Promotions and Filling of Vacancies

Modify Section 14.4 second paragraph

Section 14.4 Filling Bargaining Unit Vacancies

When the Employer/University Administration decides to fill a vacant bargaining unit position, the Employer/University Administration shall post the vacancy campus-wide for not less than seven (7) working days.

The Employer/University Administration may advertise the position externally (off campus) simultaneously with the internal posting, but applications from external applicants for the position shall be held by the Human Resources Office. **In instances in which electronic applications are used, they shall be emailed directly to Human Resources. Each shall be forwarded to the chair of the search committee with the appropriate pool. Electronic applications may be used in place of paper applications provided such process is noted in the job advertisement.**

Modify Section 14.6 Term Employees

Section 14.6 Term Employees

In instances in which the Employer/University Administration hires an individual for a bargaining unit position and the individual is hired **on state or trust funds** for a specific purpose with a specific, limited

duration, the letter offering the position shall so specify and shall contain the date on which the position terminates. If the termination date is extended for any reason, the bargaining unit member shall be notified in writing.

ARTICLE 18

Work Schedules

Modify Section 18.4

Section 18.4 Flexible ~~Schedules~~ **Work Options**

The University recognizes that in order to attract, retain, and develop highly skilled employees and partner with the Union on promoting a clean environment, there may be times when it is in the best interest of both the University and the employee to consider options beyond traditional work locations and schedules. This flexibility must always meet the needs of the individual campus business units. The University's commitment to this flexibility does not mean that every employee is entitled to a flexible work option. The nature of the work and/or the needs of the University may preclude a flexible work arrangement. Flexibility is appropriate where both the needs of the University and the needs of the employee are met.

Upon request of a bargaining unit member, the supervisor may grant, for a specific period of time, or for an unspecified time (subject to a cancellation by the supervisor) a flexible personal work schedule, **a compressed work week, or an alternative work site/telecommuting schedule**, so long as the bargaining unit member can demonstrate to the satisfaction of the supervisor that the proposed schedule will not interfere with or detract from the delivery of services provided or the day to day operation of the department. Such request shall not be unreasonably denied.

Delete 18.5 Telecommuting

~~Section 18.5 Telecommuting~~

~~The University will make every effort during the term of this contract to develop a telecommuting policy. In doing so, it will seek input from the Union.~~

ARTICLE 19
Unpaid Leaves

Modify Section 19.1 A. Family and Medical Leave

Section 19.1 Family and Medical Leave

A. Employees are entitled to up to ~~12~~ **twenty-six (26)** weeks unpaid leave during any calendar year, except that under no circumstances shall any FMLA-eligible employee be denied 12 weeks of unpaid leave during any calendar year in conjunction with the birth, adoption, or placement of a child (as per C1 and C2 below). Leave may be taken in blocks of time, or by reducing the normal weekly or daily work schedule so long as the leave does not exceed a total of ~~12~~ **twenty-six (26)** weeks during the calendar year. The parties agree that all paid or unpaid leave will be used concurrently with FMLA leave. An employee shall not be required to utilize paid leave for a FMLA-eligible absence.

Modify Section 19.1G

G. The University will maintain group health insurance during such leave on the same terms as if the employee had continued to work. The University will make Health & Welfare contributions during any period of paid leave and for an employee on unpaid leave for a period not to exceed ~~12~~ **twenty-six (26)** weeks. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

ARTICLE 20

Paid Leave

Modify Section 20.1 Sick Leave, parts C and H

C. Sick Leave shall be granted to a bargaining unit member under the following conditions:

1. when a bargaining unit member cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. when the 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, is seriously ill, the bargaining unit member may utilize sick leave credits for this purpose. The University may, at its discretion, require a physician's statement attesting to the necessity for the employee's absence from the workplace to care for the family member.
3. when through exposure to contagious disease, the presence of the bargaining unit member at his/her work location would jeopardize the health of others; and
4. to keep appointments with health care professionals. In such instances the normal requirement of advance notice **and approval, which shall not be unreasonably denied**, will be at least five (5) working days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

...

H. Any bargaining unit member having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the bargaining unit member, on holiday compensatory time; if no holiday compensatory credits are available then on personal leave; if no personal leave credits are available, then on vacation leave. If no sick leave credits or other accumulated leave credits, except for 10 days of vacation leave are available, the bargaining unit member may apply to his/her campus sick leave bank (see Section 20.2). If denied time by the sick leave bank, he/she shall be ~~placed on an unpaid leave of absence~~. **eligible to apply for a non-renewable unpaid leave of absence of up to 26 weeks which shall not be unreasonably denied**. Such leave shall be charged on the same basis as provided in subsection G.

Modify Section 20.2 Sick Leave Bank, section D

Section 20.2 Sick Leave Bank

D. Effective January 1, 2009, the Sick Leave Bank Policies in Appendix A of this agreement shall govern both the Amherst and Boston Sick Leave Bank Boards. The Sick Leave Bank Policy and Guidelines adopted by the Amherst sick bank in February, 2000 shall apply to both the Amherst and Boston sick leave banks, except that

~~1. The initial award of time for a member seeking time for his/her own illness or injury shall be no greater than 12 weeks, and~~

~~2. Each extension of time granted an employee beyond the initial award may be no greater than 12 weeks.~~

Modify Section 20.2 Sick Leave Bank, section F

F. Application of Sick Leave Bank Policies and all Board procedures may be determined by each campus' Board. All other rules and regulations of the Bank shall be determined by the Board.

New Section 20.12

Section 20.12 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 I 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.

ARTICLE 22

Vacation

New Section 22.5 Vacation Buy-out

Section 22.5 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.

ARTICLE 23

Tuition Remission and Tuition Waiver Policy

New Section Tuition and Fee Waivers

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, and employees' own Continuing Education waivers within the UMass system. Management's representatives on this committee shall include a representative from the UMass President's Office.

ARTICLE 24

Health and Welfare

Modify Section 24.2 Health and Welfare Plan

A. Funding

~~For the period January 1, 2008 through June 30 2008, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of thirteen dollars (\$13.00) per calendar week to the Massachusetts Public Employees Fund.~~

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 Mass Public Employees Health & Welfare Fund.

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 Mass Public Employees Health & Welfare 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; provided, however, 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 Massachusetts Public Employees 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 contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

ARTICLE 27

Salary Administration/Classification Program

Modify Section 27.3

Section 27.3

Notwithstanding any other language in this Article, the following shall apply to the Salary Administration Plan:

~~A. The Employer shall have the exclusive right to set ranges provided that the minima and maxima are not lowered. If the Employer sets a range it shall notify the Union prior to implementation.~~

~~Effective July 1, 2007, UMass Amherst will "square-up" the salary scales by increasing the midpoint of each range on the 2002 schedule by 5.6%, and then calculating the minimum, maximum, and first and third quartiles utilizing the same percentage spreads that existed in the previous schedule (total range spread of 50%).~~

~~Effective July 8, 2007, the scales on both campuses will increase by the amount of the across-the-board increase in Article 31, section 31.1 (A).~~

The Employer shall have the exclusive right to set ranges provided that the minima and maxima are not lowered. The Union shall be notified in advance of implementation of an updated salary schedule.

Salary ranges shall be reviewed annually and adjusted appropriately. Upon the completion of each annual review, there shall be a labor/management meeting to discuss the results of the review.

ARTICLE 28

Contracting Out Bargaining Unit Work

Modify Article

Prior to the Employer/University Administration contracting out bargaining unit work, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services. If issues **remain beyond the negotiated agreement,** the labor management committee ~~shall~~ **may** then make a non-binding recommendation to the Employer/University Administration.

ARTICLE 31

Salaries

Modify Section 31.1 Contract year 2009-2012 only

(Note that there will be no salary increase in the 2008-2009 year contract)

Section 31.1 Salary Increases

A. Effective July 5, 2009, each bargaining unit member who is on the payroll as of July 4, 2009 and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 1.5% as a percentage of such unit member's salary on July 4, 2009.

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 2.5% 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 3.5% 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 each bargaining unit member who is on the payroll as of July 3, 2010 and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 3% as a percentage of such unit member's salary on July 3, 2010.

C. Effective July 4, 2010, an amount equal to 0.5% of the unit payroll calculated after the implementation of Section 31.1A, shall be available as a base rate merit pool.

D. Effective July 3, 2011 each bargaining unit member who is on the payroll as of July 2, 2011 and who receives a rating of "satisfactory" or better on his or her annual evaluation, shall receive a base rate increase of 3% as a percentage of such unit member's salary on July 2, 2011.

E. Effective July 3, 2011, an amount equal to 0.5% of the unit payroll calculated after the implementation of Section 31.1A, shall be available as a base rate merit pool.

F. The above salary increases shall be paid in accordance with eligibility criteria established in current Article 31.1I

Reletter from and including original "D," including eliminating original section H Professional Development Funds

Modify and reletter section I Special Campus Needs Pool

31.1 K Special Campus Needs Pool

For July 2008 – June 2009 contract:

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:

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.

Original language

~~Effective July 8, 2007, an amount equal to 0.3% of state funded payroll as of July 7, 2007, shall be paid into the Special Campus Needs Pool on each campus; this fund shall be renewable on an annual basis. These funds shall be used in the following ways during this contract:~~

- ~~1. They shall be used to pay for the salary scale remedies identified in the Side Letter 2007 Salary Scale Remedies;~~
- ~~2. An amount equal to 0.167% of state funded payroll as of July 7, 2007, shall be used to fund the Professional Development pools (Article 31.1 H) on each campus;~~
- ~~3. The remaining monies in each pool shall be used to address economic issues for the bargaining unit as agreed upon by both the Union and University Administration on each campus. The parties agree to meet by January 1, 2008 to determine a plan for the expenditure of the Pool for this contract year.~~

Delete and replace section 31.2

Article 31.2 Performance Management Program and Merit Program

The employer and the union acknowledge that performance evaluations shall be done in accordance with the Performance Management Program (PMP) jointly developed on each campus. The parties further agree that:

- 1. Merit is intended to recognize and reward meritorious performance and not to be awarded for general salary increases which are provided separately for satisfactory performance.**
- 2. Merit may only be paid to employees who have a completed PMP for the most recent evaluation period prior to the payment of the merit increase.**
- 3. No employee shall receive a merit award in excess of \$3500. Merit shall be distributed by the Vice Chancellor or their designees at their discretion once they have received recommendations from department heads and supervisors.**
- 4. When all funds in the merit pools outlined in the Collective Bargaining Agreement are distributed, the University shall have fulfilled its obligation to the Union and its membership. The University is responsible for ensuring that a merit award determination is made for each eligible bargaining unit member. The Union shall receive a list showing all final awards within 90 days of the awards appearing in employees' paychecks. Neither the awarding of nor the failure to award merit nor the amount of the merit award shall be subject to the grievance and arbitration clause herein unless the award is above \$3500.**
- 5. Boston shall be calculated as a single pool.**
- 6. On the Amherst Campus: Each Executive Area (Advancement, Research, Academic Affairs, Administrations and Finance, Student Affairs, University Relations and the Chancellor's Area) shall be a merit pool based on a figure obtained by:**

- **Multiplying the contractually agreed merit percentage times the aggregate PSU Unit A bargaining employees salaries in that pool;**
- **Dividing aggregate salaries of eligible employees with PMP in the Executive Area by aggregate salaries of eligible employees with PMP on campus**
- **Multiply the two together.**

ARTICLE 40

Duration

Modify Section 40.1 and 40.2 Contract year 2008-2009 only

Section 40.1

This Agreement shall be in effect through midnight of June 30, **2009** ~~2008~~, and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

Section 40.2

Should a successor Agreement not be executed by June 30, **2009** ~~2008~~, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2008.

Modify Section 40.1 and 40.2 Contract year 2009-2012 only

Section 40.1

This Agreement shall be in effect through midnight of June 30, **2012** ~~2008~~, and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

Section 40.2

Should a successor Agreement not be executed by June 30, **2012** ~~2008~~, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2008.

SIDELETTERS

New Sideletters

Side Letter **Shift Differentials Mid-term Negotiations**

The parties agree that every effort will be made to complete negotiations and resolve the outstanding issues regarding implementation of the nurse shift differential as per the Shift Differential Side Letter contained in the 2004 – 2008 contracts prior to July 1, 2009.

Upon completion of these negotiations the parties agree to participate in midterm negotiations on the topic of changing the language of the above mentioned Shift Differential Side Letter.

Delete Side Letters:

~~Side Letter Sick Leave~~

~~Side Letter 2007 Salary Scale Remedies~~

~~Side Letter Amherst Merit Ratings~~

SICK LEAVE BANK GUIDELINES

New APPENDIX A:
SICK LEAVE BANK GUIDELINES
(Effective 1-1-2009)

PSSAP MANUAL

Professional Staff Salary Administration Program

Clarify position description in two places:

- III. A. Staff member completes Section I of Appeal of Position Level form (Appendix #4) and forwards, with position description to Department Head. ~~The position description in place when the review is begun~~ **The HR-approved position description on which the review request was**

based shall be the position description used for the purpose of the appeal procedure.

- IV.H. 1. Staff member or supervisor completes Section I of Request for Equity Review form (Appendix #5) and forwards, with position description, to Department Head, with copies to Dean or Director and Administrative Officer. ~~The position description in place when the review is begun~~ **The HR-approved position description on which the review request was based** shall be the position description used for the purpose of the appeal procedure.