PSU Unit A Collective Bargaining Agreement 2014 - 2017

Tentative agreement May 9, 2015
Ratification May 19, 2015
PROCESS

• Review
  – Today we are going to talk only about the changes to the contract and the impact

• Ratification
  – Bargaining unit members will vote on Tuesday 5/19

• Debrief
  – If you want to know more about what happened, the team will have a roundtable after ratification.
Summary

• Three things we highlighted the most
  – COLA must be at least 9% - DONE!
  – No “Doc in the Box” – DONE!
  – Internal preference preserved – DONE!

• Getting paid
  – We have been promised back pay to May 4, but will have to fight with the rest of the system-wide unions to get retro to July 2014
  – UMass has the money but won’t pay it from general funds.
  – Meehan has promised the money before he takes office as our new President.
Salaries          Article 31

Section 31.1 Salary Increases

Year One:
A. Effective the first pay period in July 2014, each bargaining unit member who is on the payroll as of June 28, 2014, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one and three quarters percent (1.75%) as an equal dollar amount determined by dividing the amount equal to 1.75% of the total unit salaries on each campus by FTE on June 28, 2014.

B. Effective the first pay period in January 2015, each bargaining unit member who is on the payroll as of December 27, 2014, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one and three quarter percent (1.75%) as a percentage of such unit member’s salary on December 27, 2014.

C. Effective December 31, 2014, an amount equal to 0.25% of the total salaries of all non-grant or contract funded members of the bargaining unit, shall be available to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus.
MONEY

COLA – year 1
1.75% equal dollar July 2014
1.75% of salary January 2015

Merit – Year 1
No merit money in year one

COLA – years 2
1.75% of salary July 2015
1.00% of salary January 2016

Merit – Years
0.75% Merit Pool January 2016

COLA – years 2
1.75% of salary July 2015
1.00% of salary January 2016

Merit – Years
0.75% Merit Pool January 2016
Year Two:
D. Effective the first pay period in July 2015, each bargaining unit member who is on the payroll as of June 27, 2015, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one and three quarters percent (1.75%) as a percentage of such unit member’s salary on June 27, 2015.

E. Effective the first pay period in January 2016, each bargaining unit member who is on the payroll as of December 26, 2015, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1.0%) as a percentage of such unit member’s salary on December 26, 2015.

F. Effective the first pay period in January 2016, an amount equal to three quarters percent (0.75%) of aggregate bargaining unit wages calculated after the implementation of 31.1E shall be available as a base rate merit pool.

G. Effective December 31, 2015, an amount equal to 0.25% of the total salaries of all non-grant or contract funded members of the bargaining unit, shall be available to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus.
Year Three:
H. Effective the first pay period in July 2016, each bargaining unit member who is on the payroll as of June 25, 2016, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one and three quarters percent (1.75%) as a percentage of such unit member’s salary as of June 25, 2016.

I. Effective the first pay period in January 2017, each bargaining unit member who is on the payroll as of December 24, 2016, and who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1.0%) as a percentage of such unit member’s salary as of December 24, 2016.

J. Effective the first pay period in January 2017, an amount equal to three quarters percent (0.75%) of aggregate bargaining unit wages calculated after the implementation of 31.1I shall be available as a base rate merit pool.

K. Effective December 31, 2016, an amount equal to 0.25% of the total salaries of all non-grant or contract funded members of the bargaining unit, shall be available to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus, including any increases to the Health and Welfare Fund as per Article 24. The funds described in this section shall be applied to increase the employer’s contribution to the Health and Welfare Trust by $1.50 per week. However, a labor-management discussion will occur prior to July 2016 to discuss the possibility of another amount to be contributed starting on this date.
Section 24.2 Health and Welfare Plan
A. Funding—replace the first three paragraphs of A with the following two paragraphs:

Effective July 1, 2014 the employer agrees to contribute on behalf of each full time employee equivalent in the bargaining unit a total of fifteen dollars ($15) per calendar week to the Massachusetts Public Employees Fund.

Effective December 31, 2016, an additional dollar and fifty cents ($1.50) per calendar week per full time employee equivalent for a total of sixteen dollars and fifty cents ($16.50) shall be paid to the Massachusetts Public Employees Fund. However, a labor-management discussion will occur prior to July 2016 to discuss the possibility of another amount to be contributed starting at this time.
Section 31.2 Performance Management Program and Merit Program

The University 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 be awarded for general salary increases which are provided separately for satisfactory performance.

2. Merit awards shall be related to the PMP evaluations. The parties agree that it is desirable to encourage, in every manner possible, consistency in the application of performance criteria. Management shall develop, offer and strongly encourage the use of yearly supervisory training in PMP evaluations. In addition, labor management committees on each campus shall meet to review the Performance Management Program and its implementation. These committees shall meet in a unit-wide labor management committee to review the work of the campus committees and may engage in negotiations concerning the Performance Management Program.

There shall be the following relationships between PMP and the merit awards:

- a) An employee receiving and overall PMP evaluation or 1 or 2 shall not be eligible for a merit award.
- b) An employee receiving an overall PMP evaluation of 3 shall receive a Merit 1 award.
- c) An employee receiving an overall PMP evaluation of 4 shall receive a Merit 2 award.
- d) An employee receiving an overall PMP evaluation of 5 shall receive a Merit 3 award.
- e) On the Amherst campus, any employee who does not receive an overall PMP evaluation, but requests a PMP evaluation from their supervisor and completes the self review section (Section 3, Employee Annual Self Review) of the PMP shall receive a Merit 1 award.
- f) On the Boston campus, until such time as the Boston campus’s PMP compliance rate equals that of the Amherst campus, Boston employees who do not receive a PMP evaluation shall have their pool contributions combined, and the pool shall then be divided equally per FTE among all contributors.

3. There will be no limitations on the proportion of bargaining unit members in any group who receive awards, providing that such awards do not constitute nor are distributed as across-the board increases.
4. Merit Agreement

A. The time period being evaluated for merit increase will be the one year PMP performance evaluation period that ends closest to the merit increase dates. Any employee hired at least 9 months prior to the effective date of the Merit shall be considered for Merit as per 31.2.2.

B. Supervisors are not to recommend dollar amounts of merit awards.
<no changes sections C through L>

M. The Union shall receive a list showing all final awards within 30 days of the awards appearing in employees’ paychecks, including employee name, employee id number, department, Vice Chancellery, annual salary as of the date of the constitution of the merit pool, PMP rating, merit rating, merit award, any allocation from either the Vice Chancellor’s hold back pool or the Chancellor’s supplement, new annual salary, the X, the Y, the total campus pool, and in Amherst the pool for each Vice Chancellery.
Article 39

Section 39.5 Overtime
A. Base pay for calculating the overtime rate for non-exempt members shall be determined by applicable law. The base hourly rate is calculated by dividing annual salary by 1950 hours.

B. Members rendering service on a second shift will receive a shift differential of at least seventy-five cents (\$0.75) one dollar ($1.00) per hour for each hour worked. The shift differential will be paid in addition to regular salary when the entire workday is on a second or third shift.

Section 39.6 Overtime
A. Overtime must be authorized in advance by a department head or supervisor. However, all overtime will be paid even if prior authorization was not given. Members who work overtime which has not been previously authorized will receive the applicable overtime rate for such work, but the parties agree such occurrences will be addressed appropriately by supervisors to prevent them from recurring.

B. Supervisors will attempt to provide members with advance notice as soon as the need for overtime work is determined. However, advance notice may not always be possible.

C. Overtime status exists when total actual work hours from all sources within the University exceed forty (40) hours in a workweek (Sunday through Saturday) or eight hours in a day.

D. With the exception of paid sick time, all time for which an employee is on paid leave status shall be considered actual time worked for the purpose of calculating overtime. If sick leave is taken in a week of mandatory overtime, an employee may substitute alternate time (vacation, holiday compensatory or personal) up to three (3) times per year.

This provision shall take effect on January 1, 2016. The parties shall meet in the meantime to further bargain over the implementation of this language on that date, including with regards to such matter as mandatory overtime and substituting time.
Section 39.7 Meal Periods
An unpaid meal period will be scheduled as close to the middle of the shift as possible, considering the needs of the appointing authority and the needs of the member. In no case will the scheduled meal period be less than thirty (30) minutes nor more than sixty (60) minutes in length unless there is mutual agreement between the supervisor and the member to extend beyond the sixty (60) minutes for special occasions. During overtime work hours, the department will schedule additional unpaid meal periods as are reasonable. Meal periods are not cumulative and may not be used to shorten the length of the workday.

Any time a member is required to work (e.g. not relieved of his/her post, station or duty) during a meal break is considered time worked and must be compensated.
Article 39 continued

Section 39.9 Standby
A. Departments will specifically designate in writing those members who are to be in standby status, if any. Standby status means that the member is free to engage in activities for his or her own purpose but must be available and ready for duty upon receipt of a message to report to work.

B. A member on standby status is responsible for keeping the University aware of his/her whereabouts and must be immediately accessible by telephone or beeper.

C. A member who is required by the department head to be available to report for duty shall be reimbursed at a rate of at least thirty-five dollars ($35.00) for each standby period, defined as fifteen (15) hours for any night duty and nine (9) hours for any daytime duty.
Section 39.10 Holidays

F. Members who render service on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall receive a holiday differential of at least fifty cents ($0.50) one dollar ($1.00) per hour worked between the hours of 11:00 p.m. on the holiday eve and 11:00 p.m. on the holiday.
The supervisor may require that a bargaining unit member be examined by a physician health care provider of the bargaining unit member's choosing and at the bargaining unit member's expense, following absence by reason of personal illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the bargaining unit member's fitness to return to their regularly assigned duties. Such an examination shall be required only where the employer has evidence of:

- a threat to health or safety that it reasonably believes may be caused by the employee's personal illness or injury; or
- problems related to job performance that it reasonably believes may be caused by the employee's personal illness or injury

The Employer/University Administration shall provide the employee's health care provider performing the examination with:

- Specific information about any physical and/or mental requirements for the job,
- Any pertinent health and safety requirements related to the job or workplace,
- Instructions that the examination should focus on determining whether the employee can return to their regularly assigned duties and, if so, when and under what conditions.

A bargaining unit member absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the supervisor with reasonable notice of his/her intent to return.
Article 20.1F continued

2. Obtaining a second opinion

The Employer/University Administration may require a second opinion from a medical doctor or clinical psychologist not on the University payroll, with training and expertise in the particular field of medicine applicable to the inquiry, with the sole purpose of determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties.

Such an examination may only be required when all of the following conditions are met:

- There is evidence of problems related to job performance or a direct threat to workplace health or safety that management reasonably believes may be caused by the employee's personal illness or injury;
- The manager or administrator responsible for directing the MBU and either the Assistant Vice Chancellor for Human Resources or the Labor Relations Administrator has approved the directive in writing;
- The employee and the Union have received written notice of the proposed examination at least ten (10) working days in advance of the appointment. Such notice must include the reason(s) for the examination, identifying specific job duties about which the employee's fitness is in question, as well as a list of any specific health records the employee may be expected to provide to the examiner.
- All costs related to the appointment (e.g. co-pays, parking) will be paid by the Employer/University Administration, and all time going to and from and participating in the examination shall be paid at the employee’s applicable rate for those hours.
- The employee shall be placed on paid administrative leave.
The Employer/University Administration shall provide the examiner with the following:

- Specific information about any physical and/or mental requirements for the job,
- Any pertinent health and safety requirements related to the job or workplace,
- Instructions that any recommendations or conclusions made should focus on the following two issues: (1) whether the employee is able to perform their regularly assigned duties, with or without reasonable accommodation; and (2) whether the employee can perform their regularly assigned duties without posing a direct threat to the health or safety of the employee or others.

The examiner’s determination shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. The determination must be provided to the employee, the Employer/Administration, and to the Union within ten (10) working days of the examination. The examiner must also provide a report explaining the reasoning behind their determination to the employee and the employee’s health care provider.
Article 20.1F continued

3. Obtaining a third opinion

If the employee's health care provider disagrees with the determination, a third health care provider will review all pertinent medical records and reports and may examine the employee at either the employee’s or provider’s discretion. This health care provider shall then issue a binding determination that shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. This health care provider shall be selected from a list previously agreed upon by the Employer/University Administration and the Union. All costs of this examination shall be borne by the employer.

4. Confidentiality of documents

The Employer/University Administration and the Union agree that any documentation produced in relation to this section shall be considered confidential. The Employer/University Administration shall keep all information related to such examinations apart from an employee's personnel files as a separate, confidential medical record, even information that the employee provides voluntarily to the Employer/University Administration. Such confidential information should remain confidential even after the individual is no longer an employee.

Grievances related to this section of the contract shall be processed at Step 3.
NEW SIDELETTER: LIST OF HEALTH CARE PROVIDERS
Upon the execution of this Agreement, a labor/management committee shall be established to develop a list of approved health care provider as required by Article 20. The committee shall include at least four (4) PSU members. The procedures set forth in Article 20 shall not go into effect until such a list has been mutually agreed upon by the Union and the Employer/University Administration. The final list shall be appended to Article 20.
Article 20.13 New Section

20.13 Employee Leave for Victims of Abuse

The employer must provide up to 15 working days of paid leave, without loss of leave to which the employee is otherwise entitled and without loss of credit for time or service, to allow the employee to seek or obtain aid for themselves or a family member as a victim of domestic violence, sexual assault, stalking or kidnapping, including but not limited to: medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

All leaves granted under this Section shall be done in accordance with Chapter 149, Section 52E of the Massachusetts General Laws.

Human Resources may require documentation as per Section IV.B. of “An Advisory from the Attorney General’s Fair Labor Division Concerning M.G.L C.149, s52E Employment Leave for Victims and Family Members of Abuse.”
Within 90 days of the execution of this Agreement by the President of the University of Massachusetts, the parties agree that Employer/University Administration (“management”) from the Amherst and Boston campuses and Professional Staff Union (PSU) members designated by the union (“union”) will jointly issue a request for proposals to review and offer recommendations to update and/or replace the Professional Staff Salary Administration Program (PSSAP) Handbook. The request for proposals will seek a vendor with demonstrated salary administration and classification experience in public higher education and a unionized exempt and non-exempt staff workforce. The review will include the methodology used to evaluate and classify unit positions, job or position description development, benchmark positions for salary administration, and the development of job families and career ladders for workforce planning and promotional opportunities, while maintaining the established objectives of the Salary Administration Program.

The request for proposal evaluation team for the selection of a vendor will be comprised of up to six (6) members selected by the union, and up to six (6) members selected by management.

The selected vendor will issue its recommendations to update and/or replace the Professional Staff Salary Administration Program (PSSAP) Handbook to the Employer/University within 180 days of contract from the award of the bid. The parties agree to meet within 60 days of receipt of the vendor’s report to discuss and review the vendor’s report and recommendations. The parties agree to meet and discuss the vendor’s report and recommendations during the life of the agreement with the goal of implementing a mutually agreed upon salary administration program. The current PSSAP and its provisions remain in effect unless otherwise modified by the parties.

No employee’s salary will be reduced as a result of the implementation of a new salary administration program.
Article 27

Section 27.1
The Salary Administration/Classification program which was agreed to by the Union and the Employer/University Administration is considered to be part of this Agreement. This includes both the classification system and the Policies and Procedures for Bargaining Unit Positions contained in the Professional Staff Salary Administration Program brochure.

Section 27.2
In no event will any employee's 52 week salary be below the minimum of their position level.

In those instances where living quarters are provided to the employee (except in those instances where it has been agreed the value of the quarters shall not be deducted from the employee’s salary), the value of such housing, as determined by the University, shall be included in the base salary of the employee for purposes of determining their minimum salary.
Article 27 continued

Section 27.3
Notwithstanding any other language in this Article, the following shall apply to the Salary Administration Plan:

No changes to Sections A - C

D. The Employer/University Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruiting of a bargaining unit member by another employer. The Union shall be notified of all such increases as part of the monthly bargaining unit information provided to the Union. When requested by the Union, management shall provide justification of the approved salary increase.

D E. The Appeals Board provided for in III.D and IV.I.4 Appeals Procedure of the Professional Staff Salary Administration Brochure shall be amended to provide that a neutral voting chairperson shall be chosen by the parties and shall be present to consider all appeals that come before the Board. The costs of such neutral shall be equally shared by the parties. Only the Union may initiate appeals to the Board by sending written notice of an Appeal to the Manager of Total Compensation at Amherst or the Director of Personnel at Boston. Such notice shall specify the employee appealing and the grounds on which they appeal. The Neutral Chairperson shall have demonstrated expertise in compensation (ACA certification preferred) and appropriate experience in dispute resolution.
SAP HANDBOOK

Include SAP Manual as Appendix B to the contract.
IV. Guidelines for determining individual salaries

A. Starting Salaries for New Employees

Normally a new employee will be hired at a salary up to the first quartile of the range. A new employee may be hired up to the maximum of the range, based on application of the criteria listed in #2 below, and with the approval of the Dean/Director/Department Head.

Salary amounts shall be determined by:
- the experience and education of the applicant in relation to the advertised job qualifications,
- salaries being paid to current employees,
- salaries paid in the appropriate labor market.

If the applicant is exceptionally well-qualified and is fully capable of immediate competent performance, the Dean/Director/Department Head may request to offer a salary between first quartile and midpoint of the range. Prior consultation must occur with the executive area Administrative Officer and the Manager of Total Compensation.

An applicant can only be offered a salary above the midpoint of the range if: a.) the position has been appropriately advertised, and b.) market conditions exist which require such an offer. Prior approval must be given by the Dean/Director/Department Head and appropriate Administrative Officer in consultation with the Manager of Total Compensation.
B. Advertising salaries for vacant positions

1. Generally advertisements will state the hiring range from the minimum to the midpoint third quartile of the range, indicating that the normal starting salary will be up to the first quartile.

   SAMPLE FORMAT: Hiring salary range: $30,000-$60,000 (Normal starting salary: $30,000-$40,000).

   This method provides potential applicants a realistic perspective about probably salary. No offer above the maximum of the advertised range may be made.

   Electronic postings on the identified website shall state Salary Administration Level, either actual or the grade to which the position is associated, and include a link to the salary scale. No offer above the maximum of the advertised salary range may be made.

2. DELETE this section (advertising without including salary)
C. Other factors and situations

1. In those instances where living quarters are provided to the employee, (e.g., Residence Directors), (excluding Residence Directors who shall have no deduction for the apartment they are provided from their salary), it is considered that this represents an indirect compensation value which should be considered when the annual salary is established.

2. NO CHANGES

3. If the successful applicant for the posted vacancy is an benefitted on-campus faculty, staff or benefitted classified employee, the action shall generally be considered a promotion or lateral transfer depending on the levels of the posted position and the employee's present position. See guidelines below for promotional increases. If promotional guidelines are felt to be inappropriate to the situation, the Dean/Director/Department Head and appropriate Administrative Officer shall consult with the Manager of Total Compensation.

A classified employee moving to a professional position shall receive an increase as per “Guidelines for Determining Individual Salaries” Section IV.A.(3) and (4). The Dean/Director/Department Head may offer a salary above the midpoint of the grade for these employees.
New Section 18.5 Emergency Closures

On days on which the University is closed due to emergency situations such as a snowstorm or other circumstances, exempt employees designated as essential who are required to work, or exempt employees who volunteer and are approved to work, shall receive an hour of compensatory time for each full hour worked.
Article 23.3 Replacement

University Fee Waiver Policy for Employees, Spouses, Domestic Partners and Dependents
*Replaces the current Art 23.3*

A. University Fee Waiver for Employees
   1. Eligibility: All employees receiving a University Tuition Waiver as per Article 23.2 shall automatically receive the University Fee Waiver.

   2. Coverage: The full (100%) curriculum/operating fee and fifty percent (50%) of the costs of Continuing Education courses are waived for all eligible employees, for both undergraduate and graduate courses. Fee waivers do not cover such fees as lab and application fees.

   3. Effective Date
      a. This policy shall take effect at the beginning of the fall semester, 2015.
      b. The contractual benefit as per Article 23 of the PSU collective bargaining agreement for July 1, 2012-June 30, 2014 shall be in effect until this new policy takes effect.
B. University Fee Waiver for Employees’ Spouses, Domestic Partners and Dependent Children

1. Eligibility: All employees’ spouses, domestic partners, and dependents eligible for a University Tuition Waiver as per Article 23.2 shall automatically receive the University Fee Waiver, with the following exceptions:

   a) A spouse, domestic partner, and/or dependent children of full-time employees shall be eligible for fee waivers in the semester following the employee’s completion of two (2) years of full-time equivalent benefited service at any of the UMass campuses or UMass System Office.

   b) A spouse, domestic partner, and/or dependent children of part-time employees shall be eligible for fee waivers in the semester following the employee’s completion of four (4) years of full-time equivalent benefited service at any of the UMass campuses or UMass System Office.

   c) Dependents and spouses of benefitted employees on unpaid leave, other than Military Leave, Workers’ Compensation and FMLA, are not eligible for this benefit.

2. Coverage: Fifty percent (50%) of the curriculum/operating fee for undergraduate courses and fifty percent (50%) of the costs of Continuing Education courses are waived. Fee waivers do not cover such fees as lab and application fees.
Article 23.3 continued

3. Effective Date
   a. This policy shall take effect at the beginning of the fall semester, 2015.
   b. The contractual benefit as per Article 23 of the PSU collective bargaining agreement for July 1, 2012-June 30, 2014 shall be in effect until this new policy takes effect.

4. If the benefit per the PSU collective bargaining agreement of 2012-2014 which provides for a tuition waiver and fee freeze for spouses, domestic partners and dependents enrolled in graduate courses is maintained for any UMass bargaining unit, both parties agree that this section of the contract shall be reopened upon either party’s request.
Article 23.4 New Section

23.4 Tuition Retention
If UMass and the Commonwealth reach agreement on a tuition retention plan whereby UMass retains in-state tuition, the parties will renegotiate terms in a system-wide multi-union labor-management committee with all unions which choose to participate; such terms shall not be less favorable to bargaining unit members than under this current agreement. Such negotiations shall begin within sixty (60) days of UMass and the Commonwealth’s agreement on a tuition retention plan, and the tuition/fee waiver policy adopted here shall remain in place until the parties to the labor-management committee reach agreement on new terms, which shall provide a benefit not less valuable to bargaining unit members than this plan.
NEW SIDELETTER: Matriculated Spouses, Domestic Partners and Dependents.
If an employee’s spouse, domestic partner or dependent is a matriculated undergraduate or graduate student at a UMass campus as of September 1, 2015, and is at risk of losing their tuition or fee benefit due to Article 23, the UMass Boston or Amherst Administration shall meet with the member and union in order to mitigate the impact of the new contract language.
Article 14.1

Section 14.1 Promotions
A promotion results from a bona fide change in duties and responsibilities which constitutes an advancement to a job with greater duties and responsibilities.

A promotion may also result from a demonstrated change in the complexity of duties and responsibilities sufficient to elevate the position from one position level to a higher one as designated under the Professional Staff Salary Administration Program. The position number, the official title, and the working title may or may not remain the same.

The Employer/University Administration may promote a classified employee to a professional position in the same department without posting the professional position if all of the following conditions are satisfied:

a) this is the result of the classified position evolving to become professional in nature;

b) in Boston, the classified position will not be refilled;

c) there would be no new professional position unless the promotion takes place.

The Employer/University Administration shall have the right to promote a bargaining unit member to a higher-graded position within his or her MBU (major budgetary unit) without following the posting procedures specified in this Article. The Amherst campus shall have the right to promote a bargaining unit member within an Executive Area into a position with a Grade Level of 26 or below without following the posting procedures.
Article 14.2

Section 14.2 Temporary Filling of Bargaining Unit Vacancies
If the Employer/University Administration decides to fill a bargaining unit vacancy on a temporary basis, the Employer/University Administration shall post the position campus-wide on a website identified by the University as a place to post all vacancies for not less than seven (7) working days.

For a position filled on a temporary basis after receiving an affirmative action waiver, the posting requirement of this section shall not be applicable. The Union shall be given notice each time a waiver is approved, together with a rationale. Upon receipt of notice, the Union shall have three (3) working days to object prior to the position being filled.

<no further changes to 14.2>
Article 14.3

Section 14.3 Notice of Vacancy

This notice for a vacancy shall contain: the job title; the salary range if below the present level 31 (Amherst) or 34 (Boston); the salary administration grade level or the grade level to which a position is associated; a link to the pay scales associated with the grade levels; a description of the position; the bona fide occupational requirements; the shift (where appropriate); the location; the closing date for applications; and, if the position is grant funded or contract-funded, the termination date of the position, if known. A copy of the notice shall be provided to the Union.
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 vacant bargaining unit position, on the University’s on-line applicant tracking system for a minimum of seven (7) business days. The Employer/University Administration may advertise the position externally (off campus) simultaneously with the internal posting.

During the first seven (7) business days of the posting, only applicants with a UMass logon and password will be able to apply. Applicants shall be provided a place on the electronic application to indicate their non-temporary, benefitted status and to select the name of the bargaining unit of which they are a member, if applicable. For the purposes of this section, only non-temporary, benefitted PSU bargaining unit members will be considered internal applicants.
Upon completion of the seven (7) day posting period specified above, the internal pool shall be evaluated to determine whether its composition is sufficient for the search to proceed. An internal pool shall be considered sufficient if it: (1) contains at least the number of applicants that meet the posted qualifications as the number of finalists requested by the department/unit head, normally 3 and never more than 5; (2) meets Affirmative Action guidelines as determined by the Affirmative Action office. If the pool is not sufficient, the Department Head or Chair of the search committee may add external applicants to the pool. If the augmented pool meets Affirmative Action guidelines, the search committee shall being its review.
In the event of multiple vacancies for the same position within the same department, the pool shall be evaluated for sufficiency before the first vacancy is filled, and then immediately prior to filling each of the multiple vacancies until the internal pool is found to be not sufficient. At this time the search committee may add the external applicants to the internal pool.

For any bargaining unit vacancy at or below Grade Level 25 at Amherst or Grade Level 28 at Boston, the Appointing Authority shall determine whether a search committee shall be established to assist in the filling of such vacancy. This process shall be evaluated by the parties during negotiations for a successor agreement.

The search committee shall normally be composed of from three (3) to seven (7) people, and shall have at least one (1) bargaining unit member. The union shall be notified within ten (10) days of the appointment of a bargaining unit member to the committee of the name of the member. This requirement shall be non grievable and failure to comply shall not be grounds to disqualify the search. Every effort shall be made to include diverse representation on the search committee and, where practical, user departments. The department/unit head will not be on the search committee, except in unusual circumstances. The goal of the search committee shall be to identify and recommend the best qualified candidate(s) to the department/unit head. If the department/unit head is not satisfied with the finalists recommended by the search committee, the department/unit head may require that additional qualified candidates, if any, be recommended or that the search be re-opened. The department/unit head shall notify the union of this requirement.

If two (2) finalists, one (1) a bargaining unit member and one (1) a non-unit applicant, are equally qualified in the judgment of the department/unit head, the department/unit head shall offer the position to the bargaining unit member.

If two (2) or more finalists are bargaining unit members and are, in the judgment of the department/unit head, equally qualified, the department/unit head shall offer the position to the senior bargaining unit member.
Article 14.4 continued

The search committee shall notify any bargaining unit member whether or not he or she has been recommended as a finalist within three (3) days of the date when the list of finalists is accepted by the department/unit head. Such notice shall be electronic or in writing.

The department/unit head University shall notify bargaining unit members who are finalists that they have not been offered the position within ten (10) days of the date on which the candidate offered the position has accepted. Such notice shall be electronic or in writing.

The judgment of the appointing authority and/or his or her designee (including the Search Committee) in recommending and/or selecting a candidate for a position shall not be grievable, except where a bargaining unit member who was a finalist can demonstrate through the Grievance and Arbitration Procedure that the appointing authority (or designee) was arbitrary or capricious in selecting a candidate to fill the position who did not satisfy the posted qualifications for the position. In that case, the search shall be reopened.

A bargaining unit member who is a finalist and who is not offered the position may meet with the appointing authority (or designee) to discuss the reasons for not being offered the position. A representative of the Union may be present at the meeting.
Article 6 Affirmative Action

6.2 Non-Discrimination
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, sex, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical handicap.

The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, gender identity, age, veteran status, sexual orientation, or mental or physical handicap.

A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.
6.3 Sexual Harassment
The Employer/University Administration and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice which should not be condoned. The University and the Union agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination consistent with Article 8.

A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.
6.5 Employee Conduct: a new section 6.5.D

The parties acknowledge that the Amherst campus has implemented an administrative process entitled RESPONDING TO WORKPLACE BULLYING (which is not incorporated herein by reference or otherwise). A grievance filed regarding an alleged violation of this provision of the contract may be unilaterally placed on hold by the union, with written notice to the employer, pending the completion of the process described above.

On the Boston campus it is agreed that the administration shall within 120 days of reaching agreement on the terms of this contract create a campus wide working group to examine the issue of workplace bullying of employees on the Boston campus and to recommend approaches to addressing that conduct which is appropriate for the Boston campus.
Article 7.5 Grievances

Gary Altman
Richard Boulanger
Diane Cochran
Roberta Golick
Ann Gosline
Nancy Peace
Michael Ryan
NEW SIDELETTER: SICK LEAVE AND VACATION ACCRUALS

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015 shall be implemented. For the duration of the agreement, the current vacation-leave terms will remain unchanged for unit members hired prior to January 1, 2015. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 agreement between the parties will continue without any accrual caps.
NEW SIDELETTER: 43-Week Employee Vacation and Holiday Issues

A joint labor-management committee consisting of three members appointed by the University and three members appointed by the Professional Staff Union shall meet starting 60 days after the Governor transmits a request for funding of this contract to the legislature to address 43 week vacation and holiday issues.
ARTICLE 40  DURATION

Section 40.1
This Agreement shall be in effect through midnight of June 30, 2017 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, 2017, 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, 2017.

Section 40.3
This Agreement is entered into and shall become effective July 1, 2014, and when it is signed by the President of the University.
NEW SIDELETTER  NON-CREDIT ESL INSTRUCTORS

• Boston campus ESL workers in a specific department
• Were not in unit, grieved, this is the result
• As part of settlement, the MOU became part of the contract.
Next Steps

• Ratification Tuesday May 19, 2015 Campus Center 802
• Debrief Roundtable tentatively scheduled Thursday, May 28, 2015
• Validation of Contract –
  – University sends to Governor
  – Governor sends to Legislature
  – Legislature “validates”
  – We get paid back to May 4, 2015
• Get our retro – working with UMass Unions United, we will fight for getting paid back to July 2014!
Thank you so much for coming out!
Thank you to this bargaining team!

Wes Blixt
Carl Ericson
Jane Lynch-Gilbert
David LaFond
Jo Martone
Bert Szala
Ilona Trousdale
Richard Yam

Questions?