PROPOSED CHANGES TO THE 2017-2020 PSU CONTRACT

How much we’re getting paid… (Article 31)
• There will be three salary increases, each effective the first pay period in July of each year.
• In July 2017, 1% in equal dollar amounts, with an additional 1% if 2018 tax revenues exceed $27.072B.
• In July 2018 & July 2019: 2% raise based on base pay.
• There will be no 0.5% in lieu of steps, and no ‘merit’ pay.
• There will be retro, but not for employees who voluntarily left or were fired before January 1, 2018.

How much we can save on tuition for spouses & dependents… (Article 23)
• Tuition waiver for undergraduate programs/courses is 60%, and for graduate programs/courses is 20%.
• Employees with less than 2 years of full-time employment only receive a tuition waiver of 15% for undergraduate. (They get the full 20% waiver for graduate courses taken by spouses/dependents.)
• Employees, their spouses & dependents still only receive a 50% waiver for Cont. Ed. Courses.
• Waivers do not apply to the J.D. program at UMass Law or the MD program at UMass Med.

New ‘indicators of an excessive workload’… (Article 11)
• Indicators of excessive workload include: working extra hours each week for over two months; having more than one week of comp time unused for four months; and/or having a day of comp time expire.
• Not earning comp time does not mean a workload is reasonable.
• Deadlines and goals must be reasonable and attainable within a regular workweek and with currently available resources.

New availability conditions for Flex & Compensatory Time… (Article 18)
• Flex time now available for changes in work hours within a two-week period (e.g. if you work Saturday, you can take next Friday off).
• Flex time requests are approved by supervisors, and cannot be unreasonably denied.
• Comp time available for work over 40 hours per week for full-time members is now prorated for part-time members.
• Comp time requests are approved by department heads, and cannot be unreasonably denied.
• Supervisors shall make every effort to allow members to use their earned comp time.
• Total hours worked shall be reported on time and attendance sheets.
• The University shall provide an “essential employees” list annually to the Union by November 15—essential employees may be required to report to work in emergency situations.

New conditions on the order of lay-offs… (Article 13)
• Temporary (CC/03) employees doing bargaining unit work must be laid off before members.
• Position descriptions and seniority will be used when comparing members for lay-offs.
• Bumping Lists are expanded to include positions across the whole campus and limited to only positions held by members with less than 5 years seniority.
• Two positions can be identified for bumping—one occupied and one vacant.
• Salary reductions when bumping are limited to 10%.

New rules about searches and hiring… (Article 14)
• Prior to an internal promotion into a vacant position, management must notify all employees in the Major Budgetary Unit and accept internal applications for 10 days. Then management can promote whoever it wishes.
PROPOSED CHANGES TO THE 2017-2020 PSU CONTRACT

- If the employer wants to post externally, they must also post internally for at least 10 days. If 3 to 5 internal applicants meet the minimum posted qualifications, the hiring process will be restricted to them.
- Search committees are optional, but if there is one, it must include at least one PSU member.
- Internal applicants’ institutional experience and UMass’ diversity goals must be considered.
- The University must inform applicants if they did not meet minimum qualifications, and specify them upon request.

Some updates to our Salary Administration Program...
- Minimum pay increases for upgrades: 6% for 1 grade; 8% for 2 grades; 10% for 3. *This language is effective July 1, 2017.*
- Added element XIII: Information Technology Skills for grading positions.

A new procedure for handling allegations of bullying... (Article 6)
1. File a grievance with the Union or a complaint with HR; HR has 30 days to respond.
2. HR may take up to 60 days to resolve the problem to the satisfaction of the parties involved.
3. Absent an accepted resolution, HR will conduct an investigation, sharing findings in 120 days.

New overtime rules for non-exempt members... (Article 39)
- Earned comp time never disappears (eliminated the 12 month deadline for use of comp time).
- Call-Back pay: A minimum of 4 hours overtime when called back to work between shifts.
- Double-time pay (or comp time) for work during emergency closures.

A compromise on Sick Leave & Vacation accruals... (Side-letter)
- Sick Leave cap of 120 days only applies to those hired on/after January 1, 2018;
- For employees not vested as of June 30, 2020, Sick Leave paid out on retirement will be capped to 20% of 120 days, but only for the duration of this agreement. If the union and management don’t reach agreement on a new system by that date, then we return to previous contract language which includes no cap on sick leave while maintaining the 20% payout upon retirement.

Sick Leave Bank policies... (Appendix A)
- Members collecting regular Long-Term Disability benefits may not draw from the Sick Leave Bank, but members can collect minimal LTD payments and remain on the Sick Leave Bank.

Some new language to help with changes in the legal and political landscape... (Articles 2, 3, 7)
- Additional release time for officers.
- Release time granted shall be recorded in HR system.
- Supervisors must adjust workload expectations for union stewards/grievances, for bargaining team members, and/or for union business/release time.
- More information provided to the Union about existing members, non-unit people entering or leaving the bargaining unit, promotions within or into the unit, new employees and terminated employees.
- The University will accept electronic forms for Union membership.
- The University will notify the Union of any individual wishing to cease paying dues within five days.
- The University shall not disclose employees’ home address, personal email or phone, unless required by law—if so required, the University shall notify the Union.
- Department of Labor Relations arbitrators added to list of potential arbitrators for grievances.
- An agreement to re-open these Articles to address changes in law or court decisions.