

2007-2008 Contract Summary

MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter “University”) and THE UNIVERSITY STAFF ASSOCIATION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA (hereinafter “Association”) 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. 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:

1) Economic Package

Effective July 8, 2007 a 3% increase contingent on an employee being rated anything but unsatisfactory on their most recent evaluation. Persons without evaluations are deemed satisfactory for purposes of this provision.

Retroactivity shall be limited to active employees including those on approved leaves of absence at the time of the signing of the appropriation bill and certain terminated employees (retirees, deceased, laid off, and transferred to other University campuses). Otherwise-terminated employees, including those terminated for cause, would not be eligible.

Effective with the first full pay period following January 1, 2008 there will be an increased employer contribution to the Health and Welfare Trust by \$1.00 per week per FTE.

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

1) Article 8 Shall be amended by:

a) adding §2 NEW SUBSECTION J

J. Mandatory Overtime. Supervisors planning to require mandatory overtime shall, whenever practical, give at least five (5) working days notice of requiring mandatory overtime. Volunteers among those employees working or among all employees who perform this task shall be sought prior to requiring mandatory overtime. If no one volunteers then mandatory overtime may be required from those employees working or among all employees who perform this task in

inverse order of seniority. Mandatory overtime shall be assigned on a rotating basis by inverse seniority.

b) Amending §6:

Section 6 Stand-By Duty

A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate of twenty-five dollars (\$25.00) for such stand-by period.

b) Amending §9:

Effective July 8, 2007 Amend Article 8 Section 9 to read as follows:

Section 9 Weekend Differential

Employees shall be paid a weekend differential of fifty cents (\$.50) for each hour worked, in addition to their regular salary, for ~~the first~~ any shift worked between 12:01 am Saturday and 11:59 pm Sunday.

2) Article 10, paragraph 4, sentence 2 shall be amended as follows

In order to maintain membership in the Sick Leave Bank, members must donate one (1) full day per year to the Bank, which shall be deducted at the rate of 1/26th of a day per pay period for each of the 26 pay periods; however, Sick Leave Bank Members may elect to donate more than one (1) day.

3) Article 14 shall be amended as Section 2 subsection D as follows:

D. A unit employee who is appointed to a position in a lower job grade shall be placed in a step within his/her new job grade ~~based upon the unit employee's creditable years of service in an equivalent job grade or higher job grade. When an employee is demoted from a higher graded position to a lower graded position their step placement shall be calculated~~ as follows:

- 1) The bi-weekly pay difference between Step 1 of the higher graded position and Step 1 of the lower graded position shall be determined by subtracting the later from the former.
- 2) The amount (from #1 above) shall be subtracted from the bi-weekly earnings of the employee being demoted.
- 3) The employee being demoted shall be placed on the step in the lower grade nearest to but greater than the amount calculated by the subtraction in section 2 of this provision.

3) Amend Article 20 by adding a new section to read as follows:

Effective on the date on which this agreement is funded, there shall be a one-time Salary and Campus Bargaining Unit Needs and Anomaly Correction Pool consisting of 3/10th of 1% of the total payroll as of July 8, 2007. As soon as possible after ratification of this contract the parties shall meet to bargain over guidelines for the expenditure of these funds.

4) Article 25 by amending

Changing Section 11 as follows:

Section 11

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step ~~three (3)~~ four (4) Mediation of the Grievance Procedure set forth in Article 27, but may not be subject to arbitration. However any such grievance which remains unresolved following the Step 2 3 decision may be referred to the Director of the Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 3 4.

by adding a NEW SECTION 20

Section 20 Clean Up Time

A supervisor is responsible for providing reasonable clean up and wash up time within the normally scheduled work day or overtime period for employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health.

5) Amend Article 24A by adding a new section 4 as follows:

Section 4

Effective thirty (30) days after the legislature [has funded this Agreement](#), for fiscal year 07-08 only the Campus shall make available to the Training and Career Ladders Committee a sum of money equivalent to .5% of the state funded payroll of employees in this bargaining unit. These funds shall be expended not later than June 30, 2008. The parties understand this is a one time provision of funds and will not be included in subsequent collective bargaining agreements unless agreed to by the parties in those subsequent negotiations.

6) Amend Article 30 add sentence:

USA/MTA may from time to time request meetings with specific Vice Chancellors to address matters which are pertinent to their executive area and are an appropriate subject for labor-management discussions as defined above. Such requests will not unreasonably be refused.

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

For the University Staff
Association/MTA/NEA

For the University of
Massachusetts, Amherst

Date:

Date: