

Memorandum of Agreement Successor Collective Bargaining Agreement
University of Massachusetts Amherst and The American Federation of State, County, and
Municipal Employees, Council 93, Local 1776, AFL-CIO

This Memorandum of Agreement is by and between the University of Massachusetts Amherst (“University”) and The American Federation of State, County, and Municipal Employees, Council 93, Local 1776, AFL-CIO (“Union”), collectively the “Parties,” and contains the Parties’ agreement for a Collective Bargaining Agreement covering the period of July 1, 2024 through June 30, 2027, to succeed the Parties’ Collective Bargaining Agreement covering the period July 1, 2024 through June 30, 2027.

1. Article 6 Union Business, Section 7 Bulletin Boards

Edit Article 6. Section 7. as follows:

Section 7. Bulletin Boards

The Union may post notices on designated bulletin boards ~~or an adequate part thereof~~ in places and locations where notices are usually posted by the University for employees to read, ~~such as clock-in locations or break rooms. Effective July 1, 2025, bulletin boards designated for union messaging shall be a minimum of 3’ x 4’.~~ All notices posted to the boards must ~~shall~~ be on ~~Union~~ stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, ~~violates the law and or University policy~~ or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. ~~The University will be responsible for replacement of missing or damaged bulletin boards within a reasonable timeframe.~~

Remainder of Article 6 unchanged.

2. Article 7 Non-Discrimination and Affirmative Action, Section 3

Edit Article 7. Section 3. to add language for protected classes as follows:

~~SECTION 3.~~

~~This Article shall be in accordance with all applicable federal and state laws.~~

Section 3. Non-Discrimination

- A.** The Union shall accept into membership and represent equally all eligible persons in the bargaining unit in accordance with the University BOT Policy (**Doc. T16-040**) **UNIVERSITY OF MASSACHUSETTS NON-DISCRIMINATION AND HARASSMENT POLICY, which states the following:**

The University prohibits unlawful discrimination, harassment (including sexual harassment), and retaliation against anyone based on religion or religious belief,

color, race, marital status, veteran or military status, age, sex, gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class, in education, admission, access to or treatment in, its programs, services, benefits, activities, and terms and conditions of employment at the University.

Remainder of Article 7 unchanged.

3. Article 10 Workweek and Work Schedule Section 1.C.

Edit Article 10. Section 1.C. as follows:

SECTION 1. DEFINITIONS

- C. Work Location – The major areas of the departments and employees covered by this Contract. The following areas shall constitute work locations for employees covered by this agreement:

Facilities & Campus Services Physical Plant

1. Building Maintenance

- a. Zone 1 (Central) – Physical Plant
- b. Zone 2 (East) – Tillson, Baker
- c. Zone 3 (West) – Cance, Physical Plant, Commonwealth Honors College
- d. Zone 4 (Research) – Aggie
- e. Alterations – Physical Plant
- f. Central Shops – Physical Plant
 - i. Sign Shop
 - ii. Refrigeration
 - iii. Controls
 - iv. Lock Shop
 - v. Fire Alarm Shop
 - vi. Generator
 - vii. Roofer
 - viii. Response Technician (Watch Tour)

2. Custodial Services

- a. Zone 1 (Central) – Physical Plant
- b. Zone 2 (East) – Arnold House, Baker
- c. Zone 3 (West) – Herter Hall, Cance, Commonwealth Honors College
- d. Zone 4 (Research) – Integrated Science Building Custodial Floaters

3. Ground Management

- a. Construction Services – Tillson Farm Coal Siding

- b. Waste Management – Intermediate Processing Facility
 - c. Landscape Services - Grounds Maintenance Facility
4. **Administrative Services**
 5. **Operational Services**
 6. **Utilities**
 - a. Power Plant – Central Heating Plant
 - b. Utility Electrical – Central Heating Plant
 - c. Utility Mechanical – Physical Plant
 - d. Environmental Services Unit – Physical Plant
 - e. Dig Safe – Physical Plant
 - f. **Cable Engineering Services – Physical Plant**
 - g. Water Treatment Plant

Auxiliary Services

1. **Dining Services**
 - a. Worcester Dining Common
 - b. Franklin Dining Common
 - c. Hampshire Dining Common
 - d. Berkshire Dining Common
 - e. Snack Bars/Munchies
 - f. Kosher Dining Room
 - g. **Commonwealth Restaurant**
 - ~~h. Hampden Dining Commons~~
 - i. Trade and Maintenance
 - j. Loading Docks
 - k. Retail Food
 - l. Bakery
2. **Campus Center**
 - a. Trade and Maintenance
 - b. Accommodations
 - c. Book Store Loading Docks
 - d. Campus Center Loading Docks

Transit Services

1. Parking Services – Tillson Farms, Whitmore
2. Fleet Services – Physical Plant
3. Transportation – Umass Transit/PVTA

University Health Services
Environmental Health and Safety
A&F Information Technology

Athletics

~~4. Campus Distribution Services~~

~~5. Academic Departments~~

~~a. Chemistry~~

~~b. Animal Care~~

~~c. Engineering~~

~~d. Plant and Soil Sciences In other areas, each division is a work location. New work locations may be created during the term of this agreement upon thirty (30) days' notice to the Union, subject to impact bargaining if requested.~~

D. Transfer - A movement of an employee between work locations

4. Article 10 Workweek and Work Schedule Section 13.A.

Edit Article 10. Section 13.A. to reflect increase in weekend differential of .50 per hour, using part of the \$200.00 Adjustment Pool funds, as follows:

SECTION 13. WEEKEND DIFFERENTIAL

A. Employees rendering service on a weekend shift, as hereinafter defined, shall receive a weekend differential of ~~seventy five cents (\$0.75)~~ one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

Remainder of Article 10 unchanged.

5. Execute Side Letter for Parking Spaces Designation

Execute Side Letter to read as follows:

AFSCME, Local 1776

Side Letter

The University agrees to do the following:

- Designate the two southernmost rows of parking spaces in Parking Lot 33 for UMass Amherst employees.

Note: If the Lot usage or Lot number changes in the future, the parties will revisit this stipulation.

6. Article 17: Employee Compensation Section 1:

Remove Section 1 in its entirety and replace with the following:

Section 1

A. General provisions

1. Effective the first day of the first pay period following the date that the parties reach agreement on a successor collective bargaining agreement but no sooner than January 12, 2025¹, employees will receive an increase of three percent (3%) increase in base salary rate.
2. Effective July 13, 2025, employees will receive a two percent (2%) increase in base salary rate.
3. Effective January 13, 2026, employees will receive a two percent (2%) increase in base salary rate.
4. Effective July 12, 2026, employees will receive a two percent (2%) increase in base salary rate.
5. Effective January 14, 2027, employees will receive a two percent (2%) increase in base salary rate.
6. The parties acknowledge that once the Commonwealth provides the University with the necessary funding for collective bargaining agreements, the University's payroll staff needs to undertake a process to make the required changes in the payroll system and ensure these changes are fully compliant with the union contract and state and federal law. The amount of time required to make these changes will depend on the number of unions contracts that need to be paid out, the union headcount, the duration of the retroactive period (if any) and the number of other compensation changes in addition to the general wage increase. The University will make every effort to implement these increases as soon as possible. In most instances, the increases will be implemented within two to three pay periods after the date of the receipt of funds from the Commonwealth.

B. Adjustment Pool

1. Effective the first day of the first pay period following the date that the parties reach agreement on a successor collective bargaining agreement but no sooner than January 12, 2025, an Adjustment Pool equal to \$200.00 per FTE in the bargaining unit, shall be established.
 2. The amount of the adjustment pool as determined by the System Office is \$296,610.83.
 3. The distribution of the Adjustment Pool shall be mutually determined by the Parties.
 4. Funds from this pool shall not be used to increase salary rates or for classification increases. Eligible methods of distribution may include the following: Health & Welfare
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contributions, weekend differentials, shift differentials, holiday differentials, meal reimbursements, stand-by pay, uniform allowances, and mileage reimbursements.

C. Eligibility Requirements

To be eligible for any adjustment increases contained in sections A and B above, Employee must be, including on authorized leaves of absences, on the effective date of such salary increases and either (a) on the payroll during the paid period during which such salary increase is implemented; or (b) retired, deceased or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or any retroactive pay.

Remainder of Article 17 unchanged.

7. Article 30 – Grievance and Arbitration Procedure

University is replacing current Article 30 with updated version. The current Article 30 is below, with strikethroughs. Revised Article 30 follows the current Article.

Current Article 30 – Grievance and Arbitration Procedure:

~~ARTICLE 30
GRIEVANCE AND ARBITRATION PROCEDURE~~

~~The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures.~~

~~SECTION 1. DEFINITIONS~~

~~A. Grievant shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.~~

~~B. Grievance – the term “Grievance” shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached and shall set forth the remedy requested.~~

~~C. Day – Except as otherwise provided in this Article, “day” shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.~~

~~D. Immediate Supervisor – the term “Immediate Supervisor” for the purposes of this Article shall mean the immediate work supervisor designated by the CEO.~~

~~E. Intermediate Supervisor – The term “Intermediate Supervisor” for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.~~

~~SECTION 2.~~

- ~~A. A grievance may be filed at the level at which the action or inaction being grieved occurred.~~
- ~~B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under step 4. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein. However, in the event the Union or an employee files a complaint before EEOC, MCAD, or MLRC and a grievance has been filed on the same matter, said grievance will be put in abeyance pending outcome of the complaint. If the Employer prevails in the above forum(s), the grievance shall be processed accordingly. If the Union or the employee prevails, the grievance shall be deemed withdrawn.~~
- ~~C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative; provided, however, that the Union representative and/or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.~~
- ~~Any employee may request that the Union represent him/her at any step of the grievance procedure. No other representation shall be permitted. The Union shall notify the immediate supervisor, the department head, the CEO, and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time s/he is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.~~
- ~~D. A grievance may be withdrawn at any level.~~
- ~~E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in grievance.~~
- ~~F. Collateral Consequences of a Grievance—The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official personnel file of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member(s) who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.~~

~~SECTION 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 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 three (3) days~~

with the grievant and attempt to resolve the grievance. If within three (3) days after such meeting, the grievant and 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. A grievance, involving the termination of an employee, shall be filed in the first instance at step 3 of this Agreement which is the step involving the CEO of the campus or designee.

~~C. Step 2: Intermediate Supervisor—Department Head and/or Personnel Officer~~

~~If the grievant elects to proceed to this step, then within five (5) days after the expiration of the final time period provided for in step 1, s/he shall file a grievance with the department head, and/or the personnel officer or designee. The department head, and/or the personnel officer or designee shall meet or arrange to meet with the grievant(s) within five (5) days to resolve the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall respond in writing within~~

~~ten (10) days from the date of the meeting.~~

~~C. Step 3: Chief Executive Officer of the Campus or Designee~~

~~If the grievant elects to proceed to this step, then within seven (7) days of receipt of the step 2 decision, s/he shall send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days). The grievant may request of the CEO the presence and participation of those individuals who have knowledge relevant to the grievance. If the CEO agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The CEO shall render a written decision within ten (10) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at step 3.~~

~~D. Step 4. Mediation and Arbitration:~~

~~Within forty (40) days of receipt of the step 3 decision, arbitration of a grievance may be initiated. Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance.~~

~~A grievance mediator shall be requested from the Massachusetts Board of Conciliation & Arbitration or the parties may agree on a neutral of their own choosing. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties. If after sixty (60) days from the request for grievance mediation the matter is not settled, the matter shall be referred to Arbitration. All statements, documents communications and correspondence exchanged or made during or concerning grievance mediation shall not be admissible at Arbitration. In all mediation proceedings, mediator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Employer. The Union maintains the right to proceed to arbitration. Arbitration of a grievance may be initiated subject to and in accordance with the following provisions:~~

~~1. The Union shall have the exclusive right to initiate arbitration of a grievance; the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Employer in accordance with the applicable provisions of state law.~~

~~2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and the CEO or designee that it intends to submit a grievance to arbitration.~~

~~3. The Union and the Employer shall select an arbitrator from the following panel: Tammy Brynie, Timothy Bucklew, Joan Dolan, Paul Dorr Ann Gosline, William Hayward, Nancy Peace and Gary Wooters.~~

~~They shall be selected by rotating turns. If the arbitrator next in line is not available, the next available shall be selected.~~

~~4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.~~

~~5. The Union and Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator, pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.~~

~~6. Decision of the Arbitrator~~

~~Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:~~

~~a. Whether the Union and such employee or group of employees, where an employee or group of employees sought resolution of the grievance through the applicable steps of this Article, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;~~

~~b. Whether the complaint alleges an express breach of the contract;~~

~~c. Whether the arbitrator has jurisdiction to arbitrate; and~~

~~d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.~~

~~Anything herein contained to the contrary notwithstanding, in making a decision, the arbitrator shall apply the express provision of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.~~

~~7. Costs of Arbitration~~

~~In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Employer.~~

~~SECTION 4. APPLICATION~~

~~The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.~~

~~SECTION 5. ADMISSION & GROUNDS OF APPEAL~~

~~A. Admission—The resolution of a grievance by the immediate supervisor, the department head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.~~

~~B. Grounds of Appeal—The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section eight, and Chapter 150C, Sections ten, eleven, and twelve of the General Laws.~~

~~SECTION 6.~~

~~In addition to its right to be present at all grievance steps, the Union shall receive a concurrent notice of all grievance hearings and decisions at step 2 and above.~~

Updated Article 30 – Grievance and Arbitration Procedure:

ARTICLE 30

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. INTRODUCTION

The parties recognize that G.L. c. 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or an employee or group of employees and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution of all disputes involving the interpretation or application of this Agreement, unless such matters have been specifically excluded from these procedures. Further, each party hereby waives its right if any, and the rights of all those whom it represents, if any, to use any other procedure established by law to initiate binding arbitration of grievances. In the event the Association or an employee elects to pursue any matter covered by this Agreement in any other forum, the Employer shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or Non-Discrimination/Harassment articles therein.

SECTION 2. DEFINITIONS

- A. **Informal Conciliation Step** – “Conciliation Step” shall mean the period of time for an informal grievance process, the rights of which may be exercised by the Grievant or Association to request a meeting of any Grievance. The period ends 10 days after said meeting, with the possibility of extension upon mutual agreement of the parties. The parties may also re-open the conciliation period at any time of the grievance process upon mutual consent of both parties.
- B. **Grievance** - shall mean an allegation by the grievant(s) or the Association that an express provision of this Agreement has been breached in its application to them. A formal grievance shall state all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- C. **Grievant** – “Grievant” shall mean an employee, a group of employees, or the Association on behalf of the employee(s), as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
- D. **Day** - Except as otherwise provided in this Article, “day” shall mean a calendar day, inclusive of any Saturday, Sunday, or any of the holidays enumerated in Article 14 of this Agreement. The day of submission is not counted as a day for purposes of this Article.
- E. **Immediate Supervisor** - the term “Immediate Supervisor” for the purposes of this Article shall mean the first line non-unit Supervisor or designee.
- F. **Major Business Unit Lead/Designee** - The term “Major Business Unit Lead/Designee” for the purpose of this Article shall mean the Major Business Unit (MBU) head or Designee.

SECTION 3. INTENT

It is the intent of the parties in this agreement to use their best efforts to encourage the informal and prompt resolution of grievances which may arise between the Union or an employee or group of employees and the Employer. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision. The parties recognize that the

purpose of this procedure is the resolution of grievances through voluntary agreements, when possible. All settlement discussions or offers of settlement in the grievance procedure shall not be admissible for purposes of arbitration. Written documents prepared by either party in the grievance process shall be considered part of the record for purposes of arbitration.

SECTION 4. TIME LIMITS

All days referred to in this Article shall mean calendar days (as defined in section). Time limits provided herein may be extended or delimited by written mutual agreement. A time limit that expires on a weekend day or on a holiday shall result in the time limit being automatically extended to the next day following the end of the weekend or the holiday.

Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and or the Union may take said grievance to the next level of the grievance procedure. Failure of the Union and/or grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

SECTION 5. ELIGIBILITY

During the probationary period a bargaining unit member shall not have recourse to this Grievance and Arbitration Procedure to contest discipline or discharge.

SECTION 6. PROCEDURE FOR FILING OF A GRIEVANCE

To initiate a formal grievance, a grievant shall file, in writing (either electronic or on paper) on the Official Grievance Form attached hereto as Appendix E, a grievance at the appropriate level. A grievance may be filed at the level at which the action or inaction being grieved occurred. If the hearing officer at the level at which the grievance is filed finds that the grievance has been filed at the wrong level, it will be returned to the grievant(s) without prejudice for filing at an appropriate level. No such notice may be filed more than thirty (30) 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. Upon mutual agreement of both parties, the parties may enter a conciliation period at any point in the grievance process, tolling all procedural timelines.

A. Step 1: Informal Conciliation Step – Immediate Supervisor and/or Human

Resources/Labor Relations Representative - A grievant may institute the grievance procedure of this Article by notifying their immediate supervisor and/or the appropriate Human Resources representative in writing that a grievance exists. The parties, which may include a union representative, shall meet as soon thereafter as practicable, whether remotely or in-person, to try to resolve the matter informally during the conciliation period. Any resolution shall be consistent with the contract and without precedent to any future matters between the University and the Association. A grievant may initiate the formal grievance process if resolution cannot be reached. A grievant may proceed to Step 2 if a resolution cannot be reached. The grievant shall be provided with a written determination within ten (10) days of the Informal meeting.

B. Step 2: Business Unit Lead/Designee - If the grievant elects to proceed to this Step, then within ten (10) days after the receipt of the Step 1 decision, the grievant shall file a grievance with the business unit lead/designee and provide a copy. The business unit lead/designee shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant to resolve the dispute and shall respond in writing within ten (10) days from the date of the meeting.

C. Step 3: Vice Chancellor of Human Resources or Designee - If the grievant elects to proceed to this Step to appeal a Step 2 decision, then within ten (10) days of receipt of the Step 2 decision, they shall send a notice of this intent to the Vice Chancellor of Human Resources/Designee and a copy of the notice to the Business Unit lead/designee who, upon receipt of said notice, shall forward the grievance record to

the Vice Chancellor of Human Resources/Designee. The Vice Chancellor of Human Resources/Designee shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant for a review of the grievance and shall respond in writing within ten (10) days of the date of the meeting.

D. Step 4: The President of the University of Massachusetts or designee (Hereinafter in this Article “the President”) - If the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step 3 decision, he/she shall file a notice of this intent with the President/designee and a copy of such notice with the Vice Chancellor of Human Resources/Designee. The Vice Chancellor of Human Resources/Designee shall forward, forthwith, a complete copy of the grievance record to the President/Designee. Within thirty (30) days of receipt of the notice required to initiate this step, the President shall review said grievance and issue a written decision.

Mediation. The parties may agree, as an alternate to step 4, to refer the matter to Grievance Mediation. A grievance mediator may be requested from the Commonwealth of Massachusetts Division of Labor Relations or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Association may proceed to step 5 Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications, and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration

E. Step 5: Arbitration

Initiation of Arbitration: Within thirty (30) days of receipt of the step 4 decision arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance, the resolution of which has been previously sought by a member or members of the Association, then such member or members shall join in or shall be deemed to have joined in, as a party to said proceeding and shall be bound in all respects by the decision of the arbitrator to the same extent as the Employer and the Association.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable prior steps of the grievance procedure, except as is otherwise provided in Article 20 hereof.
3. The Association shall initiate arbitration by giving written notice to the President and the Vice Chancellor of Human Resources/Designee within the said thirty (30) days that it intends to submit a grievance to arbitration.
4. The Association and the Employer and/or the appointing authority shall submit to the Department of Labor Relations for an arbitrator.
5. The arbitrator shall convene a hearing on the issue presented by the Association giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall provide notice to the parties of the scheduled hearing date.
6. The parties shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the grievance and his/her authority to render an award, shall be governed solely by the provisions of this Article.

F. Decision of the Arbitrator:

The arbitrator shall render a decision in writing, The arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term o

condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding.

Costs of Arbitration: In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Association and fifty percent (50%) by the University. In all other respect, the parties shall bear their own costs of arbitration.

SECTION 7. ASSOCIATION REPRESENTATION

Any member of the unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Association represent him/her at any step of the grievance procedure. No other representation shall be permitted. The Association shall notify the immediate supervisor, the department head, the Vice Chancellor of Human Resources/Designee, and the Chancellor, as the case may require, of the name and address of such Association representative at the time he/she is so authorized to represent the grievant. No party shall have any person(s) present at any of the grievance hearings (except for Step 4 5, the Arbitration level) who is there specifically to act as legal counsel.

SECTION 8. WAIVER, ADMISSION AND TERMINATION

- A. **Waiver** - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; however, provided that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. Failure of the Employer/University Administration to respond to any grievance, within the specified time limits of this Article, shall mean that the grievant(s) or the Association may take the grievance to the next level of the grievance procedure.
- B. **Admission** - The resolution of a grievance by the immediate supervisor, intermediate supervisor, the department head, the Vice Chancellor of Human Resources/Designee, the Chancellor, or any of their designees. as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
- C. **Termination** - If any party to this Agreement or any employee shall initiate any proceeding relating to a grievance in any administrative or judicial forum, or pursuant to any administrative procedure adopted from time to time by the Board of Trustees, while a proceeding relating to such grievance is pending under any provision of Section 3 of this Article, such Section 3 proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

SECTION 9. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official personnel file of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be

subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance; however provided that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

8. Execution of Side Letter Creation for Health and Wellness Stipend

Create Side Letter for implementation of a Health and Wellness stipend, using part of the \$200.00 Adjustment Pool funds, to read as follows:

AFSCME, Local 1776

Side Letter

- The University will use the remaining funds of the \$200.00/member Adjustment Pool for an annual health and wellness stipend paid to AFSCME members at an amount to be divided equally amongst the membership.
- This stipend is to be paid annually on the first full pay period of every July; first payment to be issued upon ratification.

9. Execution of Side Letter for Creation of Overtime Dispute Resolution Team

Execute Side Letter for creation of Overtime Dispute Resolution Team to read as follows:

AFSCME, Local 1776

Side Letter

Formation of a Joint Labor Management Overtime Dispute Resolution Team for overtime grievances only (pre-Step 1):

1. All disputes about overtime, including but not limited to claims of the following: missed opportunities, failure to notify or employees being skipped in rotation, etc., will be referred to an expedited dispute resolution process administered by a Joint Labor-Management Overtime Dispute Resolution Team.
2. This team will consist of four members: two from management/Labor Relations, and two from the Union. This team will review overtime disputes prior to proceeding to a Step 1 hearing of the grievance process.
3. The team will review the overtime dispute and attempt to resolve the matter by making recommendations to the Senior Director of Labor

Relations (SLDR) or designee. The SDLR will have 10 business days to uphold, respond to or request a meeting with the committee.

Recommendations will not be upheld if the decision is arbitrary and capricious.

4. The recommendations include the following options: provision of another overtime opportunity (that is not to the detriment of another member); overtime rate pay compensation (monetary award), overtime rate compensatory time off or any combination thereof.
5. The Senior Director of Labor Relations/Designee will review and approve the team's recommendations. The decision shall be binding on the parties.
6. If the team is unable to reach consensus on a recommendation as to a resolution of a dispute, then the Union may file at Step 2 in the formal grievance procedure within five (5) days after the meeting where the team did not recommend a resolution.
7. This team will make recommendations that will be shared with Sr. Director of Labor Relations/Designee from lessons learned to improve the overtime awarding process, to prevent future similar overtime disputes.
8. The team may also review any areas which do not have a formal process for administering overtime and draft recommended procedures as necessary.
9. The Union and Labor Relations shall jointly review the operation of this team one year after its first meeting to determine if modifications of its process are necessary.

10. Execute Side Letter for Conversion of Appendix F: Performance Evaluation For Classified Employees to Online Format

Execute Side Letter to read as follows:

AFSCME, Local 1776

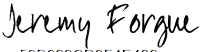
Side Letter


The University will convert AFSCME Collective Bargaining Agreement Appendix F: Performance Evaluation For Classified Employees from a paper-based form to an online form.


- There will be no changes to the form itself or its content;
- Automation will allow for more accurate, timely monitoring of completion of member evaluations.


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


For the University of Massachusetts


DocuSigned by:
 4/22/2025
53B622C93F4E439...
Jeremy Forgue, Executive Director
Human Resources, Administration & Finance

Signed by:
 4/22/2025
B5AA0ED279A64F1...
Barbara Chaput
Associate Director, Labor Relations


Signed by:
 4/22/2025
3EB479A959AB449...
Alexcia Davis
Senior Director, Labor Relations

DocuSigned by:
 4/22/2025
E01B6E37126C46D...
Sheri Neshiem, Vice Chancellor & Chief HR Officer

DocuSigned by:
 4/28/2025 | 9:50:36 AM EDT
529C9F9F3299489...
John Dunlap, Chief Human Resources Officer
University of Massachusetts President's Office

DocuSigned by:
 5/1/2025 | 1:26:04 PM EDT
FAA6EB64DFDF4B1...
Marty Meehan, President
University of Massachusetts President's Office

For AFSCME, Local 1776

DocuSigned by:
 4/17/2025
02B72E678A2846A...
Lee Ann Robinson, President AFSCME 1776

Signed by:
 4/17/2025
4FB58E96CC034D4...
Thomas Burns, Vice President AFSCME 1776

Signed by:
 4/18/2025
CD45915CEA3C485...
Latrell Mitchell, Staff Representative
AFSCME Council 93