

Memorandum of Agreement for Successor Collective Bargaining Agreement
University of Massachusetts Amherst and The Professional Staff Union/Massachusetts
Teachers Association/NEA Unit B (Non-Exempt Supervisory Unit)

This Memorandum of Agreement is by and between the University of Massachusetts Amherst (“University”) and The Professional Staff Union/Massachusetts Teachers Association/NEA Unit B (Non-Exempt Supervisory Unit) (“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.

Overview of the Package

Article 2, Section 2.8 Employer Provision of Information:

[Replace Article 2.8.A.1.-6. as noted below]

~~A. The Employer shall furnish the Union with the following information:~~

- ~~1. Upon execution of this Agreement and on every April 1 and every October 1, a list of all bargaining unit members, with their classification titles, rates of pay, department or program, and/or grant or contract;~~
- ~~2. On a monthly basis, a list of all new employees in the bargaining unit, their date of employment and classification, and with the department in which they work;~~
- ~~3. On a monthly basis, a list of all bargaining unit members who have been terminated;~~
- ~~4. A list of bargaining unit employees who withdrew check-off authorizations within two (2) months of such withdrawal;~~
- ~~5. On a monthly basis, a list of all bargaining unit employees who are off payroll for any reason the week of deduction;~~
- ~~6. On a bi-annual basis, a copy of that portion of the EEO-6 Form that covers bargaining unit members.~~

~~A. The Employer/University Administration shall furnish the Union with the following information in electronic form: upon execution of this Agreement and on every month after, a list of all bargaining unit members, with their classification titles, grades/steps, rates of pay, hours per week and FTE, **35-week or 52-week status**, dates of hire and union dates, FLSA status, department or program, funding source or grant or contract, Executive Area, gender, race, as well as their worksite email and mail drop, home address, personal email, and home/work/cell phone numbers;~~

~~on a monthly basis a list of all bargaining unit members going to or returning from a non-bargaining unit position, together with the department in which they work, job title, grade/step, FTE, **35-week or 52-week status**, start date, rehire date, and date of the action;~~

on a monthly basis, a list of employees being promoted within or into the bargaining unit, together with the department to which they've been promoted, their new title, grade/step, FTE, **35-week or 52-week status**, standard hours per week, compensation rates, effective date of the promotion, and action date;

on a monthly basis a list of all new employees in the bargaining unit and their date of employment and classification, together with the department in which they work, job title, grade/step, FTE, **35-week or 52-week status**, start date and action date, as well as their worksite email and mail drop, home address, personal email, and home/work/cell phone numbers;

on a monthly basis a list of all bargaining unit members who have been terminated, together with their department, job title, FTE, **35-week or 52-week status**, termination date, action date, and pay status;

a list of bargaining unit employees who withdrew check off authorizations within two (2) months of such withdrawal.

on a monthly basis a list of all bargaining unit employees on dues deduction and who are off payroll for any reason the week of deduction;

on a bi-annual basis a copy of that portion of the EEO-6 Form that covers bargaining unit members.

Article 3, Non-Discrimination Section 3.3:

[Modifications to Article 3 Section 3 as follows]

A. 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 or religious belief, creed, color, national origin, sex, age, marital status, political belief, expression, or affiliation, membership or non-membership in any organization, veteran or military status, gender identity or expression, sexual orientation, ethnicity, genetic information, or mental or physical disability. Based on the above, the Union shall accept into membership all who choose to join and represent equally all eligible persons in the bargaining unit with regard to their contractual rights. The parties also recognize and adopt into the contract the University Board of Trustees' 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.

[Remove Section 14. in its entirety and replace with the following in Section 16]

Article 7, Section 7.14 Shift and Holiday Differential

- A. Effective July 1, 2024, Employees of the Commonwealth rendering service on a second or third shift as defined in Section 1.B. shall receive a shift differential of one dollar per hour (\$1.00) for each hour worked.
- B. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis will receive an hourly differential pursuant to paragraph A of this section.
- C. Bakers who are regularly scheduled to work between 4:00 a.m.-12:00 noon, shall be eligible for shift differential.
- D. For employees who are required to work a second or third shift as governed by paragraph B of this section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

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

F. E. Employees rendering service on New Year's Day, Thanksgiving Day, Independence Day, Labor Day or Christmas Day shall receive **an additional** holiday differential of ~~fifty cents (50c)~~ **one dollar (\$1.00)** per hour for each hour worked between the hours of 11:00 p.m. on the holiday eve and 11:00 p.m. on the holiday.

Delete superfluous reference to weekend differential

[Remove Section 16 in its entirety and replace with the following]

Section 7.16 Weekend Differential

Employees rendering service on a weekend shift, as hereinafter defined, shall receive a weekend differential of ~~seventy-five cents (75c)~~ **one dollar and twenty-five cents (\$1.25)** per hour for each hour worked. For the purposes of this section, a weekend shift shall be defined as a shift that commences on or after 11:00 p.m. on Friday and concludes on or before 12:01 am on Monday.

Article 13 Promotions and Filling of Vacancies

Section 13.4 Trial Period

- A. An employee who is promoted, or laterally appointed within the bargaining unit shall serve a ~~six~~ (3) month trial period ~~(6) month trial period~~ from the effective date of such promotion, or lateral appointment. (An ~~e~~Evaluations of the employee's work performance shall ~~normally~~ take place prior to the completion of 60 days of service ~~after three (3) months and after five (5) months~~).
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the Supervisor, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request, in writing, to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure; however, provided that there shall be at least one formal grievance hearing held at a campus level.
- C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within sixty (60) days after said new appointment.
- D. All appointments made pursuant to this section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure shall not be terminated, but shall return to his/her former position

Article 22, Grievance Procedure

[Modifications to Article 22 Steps 2, 3, 4 and 5 as follows]

- A. Step 2: Intermediate Supervisor
Department Head and/or Personnel Officer If the grievant elects to proceed to this step, within five (5) days after the expiration of the final time period provided for in step 1, he/she shall file a grievance with the department head, and/or the personnel officer or designee.

The department head, and/or personnel officer or designee shall meet or arrange to meet with the grievant(s) within ~~five (5)~~ ten (10) 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.

B. Step 3: Campus Labor Relations Administrator

If the grievant elects to proceed to this step, within ~~seven (7)~~ ten (10) days of receipt of the step 2 decision, he/she shall send a notice of his/her appeal to the Chancellor. The Chancellor 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 Chancellor the presence and participation of those individuals who have knowledge relevant to the grievance. If the Chancellor agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The Chancellor may 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. If within ten (10) days of a meeting at this level the matter is unresolved, the party bringing the grievance may advance the grievance to the next step in the grievance procedure.

C. Step 4: Office of the President

Within ~~five (5)~~ ten (10) days of receiving the step 3 decision, if the grievant elects to proceed to step 4 s/he shall deliver, in writing to the Director of Human Resources of the President's Office, his designee, or successor in authority in the Office of the President of the University of Massachusetts, a copy of the grievance together with a notice of appeal to the person described hereinabove. Within ~~ten (10)~~ thirty (30) days of receipt of this notice, a meeting shall be held between the grievant and his/ her union representatives, the campus administrator responsible for the department or division in which the grievant is employed, the campus labor relations administrator, and the designated person from the office of the

Director of Human Resources for the Office of the President of the University of Massachusetts. If such meeting does not produce a resolution of the matter it shall be referred to the next step in the process.

D. Step 5: Mediation and Arbitration.

Within forty (40) days of the step 4 meeting, or the last date on which such meeting should have occurred, 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 (50%) percent by the Union and fifty (50%) percent 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(s) 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 Chancellor 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 **of arbitrators**: Gary Altman, Richard Boulanger, Diane Cochran, ~~Richard Higgins, Sharon Henderson-Ellis, Marcia Saylor, Roberta Golick,~~ Michael Ryan and **Harvey Shrage**. They shall be selected by rotating turns. If the arbitrator next in line ~~is cannot be~~ available **in a reasonable period of time**, the next available shall be selected.

Article 28 Health and Safety

[New Section 28.8]

Section 28.8. Annual Wellness Stipend

Every member shall receive one hundred twenty dollars (\$120) as a personal wellness stipend annually in the first full pay period of January.

Article 31

Employee Compensation

[Remove Section 1 in its entirety and replace with the following]

Section 1

A. General provisions

1. Effective January 12, 2025, 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 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 \$19,833.33.
3. The Adjustment Pool shall be allocated as follows:
 - 3.1. One hundred twenty dollars (\$120) per FTE (employee) for an annual personal wellness stipend effective the first full pay period of January 2025, and each January thereafter, as reflected in Article 28, Section 28.8.

3.2. Eighty dollars (\$80) per FTE (employee) to address the increase in weekend and holiday shift differentials reflected in Article 7.

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 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, an employee must be on the payroll, including employees on authorized leaves of absence, on the effective date of such salary increases and either (a) on the payroll during the pay 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.

Removal of Side Letter J. from contract:

~~SIDE LETTER J – PHYSICAL PLANT ESSENTIAL EMPLOYEES COMPENSATION ON EMERGENCY CLOSURE DAYS~~

~~Physical Plant employees designated as essential reporting to work during~~

~~University closures due to inclement weather shall receive double time pay instead of compensatory time for all hours worked during such closure~~

Rationale: This language is covered under Section 7.17.

New Side Letter J

The parties agree that the University may convert the Annual Performance Evaluation Form to an online format.

For the University:

Signed by:

Alexcia Davis

7/18/2025

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Alexcia Davis, Sr. Dir. of Labor Relations

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Brian Harrington

7/18/2025

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Brian Harrington, Dir of Labor Relations

Signed by:

Barbara Chaput

7/18/2025

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Barbara Chaput, Assoc Dir. of Labor Relations

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Sheri Neshiem

7/18/2025

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Sheri Neshiem, Vice Chancellor & Chief Human Resources Officer

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John Dunlap

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John Dunlap, Chief Human Resources Officer
University of Massachusetts President's Office

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Martin T. Meehan

7/23/2025 | 12:23:00 PM EDT

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Marty Meehan, President
University of Massachusetts President's Office

For the Union:

Signed by:

Brad Turner

7/19/2025

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Brad Turner- Co Chair

Signed by:

Michael Dufresne

7/19/2025

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Michael Dufresne, Unit B Chair

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Miles Stern

7/20/2025

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Miles Stern, MTA Representative

Signed by:

Kathy Rhines

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Kathy Rhines, PSU Staff

Signed by:

Dennis Bruffee

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Dennis Bruffee

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David Wilson

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Michael Ryan

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Michael Hardy

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John Shiels

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Robert Beaulieu

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Robert Beaulieu