University of Massachusetts Amherst

Office of Human Resources

University of Massachusetts Amherst ("University") And UAW, Local 2322, Resident Assistants/Peer Mentors Unit ("RAPMU" or "Union")

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is by and between the United Auto Workers, Local 2322, Resident Assistants/Peer Mentors Unit (A19) ("Union") and the Board of Trustees of the University of Massachusetts ("University"), collectively, "the Parties," and contains the Parties' agreement for a Collective Bargaining Agreement covering the period July 1, 2024 through June 30, 2027, to succeed the parties' Collective Bargaining Agreement covering the period July 1, 2021 through June 30, 2024. All other language in the current contract remains unchanged.

Overview of the Package

Article 4: Union Security:

4.04

The Employer/University Administration agrees to provide the union with a dues report bi-weekly. Report will include listing of pay period end date, all dues deductions and corresponding stipend amounts. Report will include identifying information including name and email address if the RA or Peer Mentor has consented to the release of these records to RAPMU/Local 2322/UAW.

The parties to this agreement have agreed on a waiver of Family Educational Rights and Privacy Act (FERPA) Rights & Authorization to Disclose Employment Information to RAU/Local 2322/UAW attached hereto and agrees to provide to the Union information on dues deductions made for RA/PM's executing the attached waiver (see page 29 of this agreement.)

Article 5.04, Union Orientation:

Union will provide union contact information to add into job description.

Article 5.04 Union Orientation – Delete third paragraph:

The Union will have 60 minutes to conduct a mandatory union orientation to take place at a time mutually agreeable to the Union and the University during the opening orientation session for RA/PM training which takes place in August and January. This session shall not take place at the immediate beginning, end or on either side of lunch of that day without the mutual agreement of the Union and the University.

Furthermore, an additional one (1) hour of RA/PM training in both the Fall and Spring semesters shall be set aside for RAs and PMs to learn about the history of unions and the necessity of working class power. These trainings shall be voluntary, exclusively designed and presented by the Union, and shall take place during a designated lunch Period.

Union representatives will also be provided with 15 minutes to address RA and Peer Mentors during each session scheduled for RAs and Peer Mentors to sign their UMass employment contracts.

Article 5.06, Union Dues and Payroll Deduction Forms:

The Union is permitted to distribute the Authorization for Payroll Deduction forms for Union Dues at RA/PM orientations and throughout the academic year as necessary. The employer/university administration will provide a link to the electronic form for authorizing payroll deduction for union dues as part of the hiring packet for RAs/PMs. No later than 30 days after the ratification of this agreement, the parties will meet to discuss the form/content of the provision of this link, to be implemented no later than the beginning of the next period of RA/PM hiring. In the event that the hiring paperwork and process changes, the union and the university shall meet to discuss the changes to the manner in which this information is provided.

The union shall provide the employer/university administration with all completed payroll deduction forms.

Article 5.08 Union Business - New Section:

5.08 Residence Hall Access

Union representatives will be provided card access on weekdays from 8:30 am through 11:00pm to the main door of all UMas Amherst residence halls during periods of residence hall occupancy for the purposes of representing their members. The Union will provide the name and SPIRE ID of union representatives each semester/summer to request access.

Union representatives shall be granted access during university business hours to RA Offices and RASCs for the purposes of posting notices and updating printed materials. Union representative access will be provided by a student office staff member providing escort and key access to spaces. Access will be arranged by requesting an appointment in advance with the Residential Life central office. Such requests shall not be unreasonably denied.

The University shall ensure that copies of this Agreement are available electronically alongside other RA and PM resources.

Article 11.02, Term of Appointment:

All RAs and PMs are required to be in-residence and to participate fully in all training and operational activities which commence prior to the opening of the residence halls. All RAs and PMs are required to reside in the residence halls for the duration of their appointments.

Article 12.03.B., Visibility Hours:

RA On-Duty Work Schedules

o **B.** RAs on-duty are required to be visible in their cluster from **8pm** to 11pm Sunday through Wednesday, and from 8pm to **12am** the following morning on Thursday, and from 8pm to 2am the following morning Friday and Saturday. In addition, RAs on- duty are required to make rounds through their Cluster as specified by the Employer/University Administration. The Employer/University Administration may determine earlier ending times as appropriate.

Article 12.04, Resident Assistant Work Schedules

12.04 Break Housing RAs

Day/Shift Coverage and Compensation for RA's Employed During Thanksgiving, Winter and Spring Breaks- "Break Housing RA's"- The parties agree that the terms applicable to Break Housing RA's will commence with the 2020-2021 academic year and that any issues regarding Break Housing RA's shall be dealt with at Labor-Management.

- A. RAs who work during break periods shall have similar responsibilities as RAs that work during academic semester.
- B. In addition to the RA position, there will be a Break Housing RA position with Break Housing RAs to receive compensation at the applicable rate for the additional weeks of responsibility.
- C. Resident Assistant candidates and Resident Assistants requesting to return will have the opportunity to indicate their desire to be selected to serve in a break housing hall on their

- application. RAs indicating desire to serve in break housing are expected to fulfill break housing responsibilities during all break periods if placed in a break housing hall.
- D. In the case of the University needing more RAs for break coverage, they may request interest from RAs residing in non-break housing halls. For requesting interest, the Employer/University Administration will make an announcement at least thirty (30) calendar days in advance advertising the need for RAs over Thanksgiving break, Winter, and Spring Break staffing.
- E. Break staffing selection shall be made as follows:
 - a. RAs who are not Break Housing RAs of the clusters(s) remaining open for break periods will be given the right of first refusal for required break coverage.
 - b. Unfilled positions will be advertised across campus for non-break housing RAs to indicate interest in serving during the break period.
- F. For non-break housing RAs serving during a break period:
 - a. Every effort will be made to first place RAs in a double single, then a room of equal or greater size, during Thanksgiving, Winter, and Spring Breaks.
 - b. RAs who cannot be placed in a double single or another room of equal or greater size and are placed in singles during Thanksgiving, intersession, and Spring breaks shall be compensated forty dollars (\$40.00) a week.
 - c. RAs will be compensated for each additional work week at the applicable rate.
- G. The RD or designee shall solicit RA preferences for duty/shift coverage before establishing the final schedule.
- H. Preferences for primary duty shall be taken into consideration by RD or designee as equitably as possible.
- I. If RA preferences cannot be granted and the RD or designee must assign duty shift coverage, said decision by the RD or designee shall be made on a reasonable basis and shall not be arbitrary or capricious, taking into consideration individual hardships resulting from a decision not to grant an RA's preferences.
- J. All shifts and all duties must be covered and the Residence Director (RD) or designee have final responsibility for making the duty/shift schedule.

Article 12.06, Resident Assistants:

Staff Meetings:

o A. RA's must attend all staff and supervisory meetings unless the RA has a University scheduled review session, class, or exam that conflicts with said meeting. RA's are not required to request time off in the event of a conflict resulting from a University scheduled review session, class, or exam. Requests to be excused from a staff meeting due to other irreconcilable academic and related conflicts shall be submitted in advance to the supervisor for consideration. RAs excused from staff and/or supervisory meetings are responsible for all instructions distributed at the meeting.

Article 12.08, Resident Assistants – Replace with the following:

12.08 Community Building and Student Learning

o Both parties agree that community and facilitating student learning are essential components of the Resident Assistant position. It is recognized that initiatives supporting

connection and learning may vary based on the student population of each residence hall. The employer agrees to consider consistency of expectations for Resident Assistants when establishing the expectations regarding initiatives that support connection and student learning.

Article 13.04, Peer Mentors:

13.04 Residential Academic Success Center (RASC hours)

Peer Mentors will be scheduled to staff the RASC in the cluster to which they are assigned five (5) hours per week and the schedule will be set on a semester basis. These hours of responsibility shall be between 4:00 PM and 11:00 PM and between Sunday and Thursday. The University shall post RASC schedules in a location easily accessible to the Peer Mentors in that area. The posting shall include RASC hours and weekly staff meeting times. PMs wishing to swap their RASC hours with another PM may do so by mutual agreement of the PMs involved and the consent of the Employer/University Administration. The Employer/University Administration shall not withhold consent unreasonably.

Article 13.05, Peer Mentors – Replace with the following:

13.05 Staff Meetings

• A. Peer Mentors must attend all staff and supervisory meetings unless the Peer Mentor has a University scheduled review session, class, or exam that conflicts with said meeting. Peer Mentors are not required to request time off in the event of a conflict resulting from a University scheduled review session, class, or exam. Requests to be excused from a staff meeting due to other irreconcilable academic and related conflicts shall be submitted in advance to the supervisor for consideration. PMs excused from staff and/or supervisory meetings are responsible for all instructions distributed at the meeting.

Article 13.06, Peer Mentors – New Section:

13.06 Community Building and Student Learning

Both parties agree that building community and facilitating student learning
are essential components of the Peer Mentor position. It is recognized that
initiatives supporting connection and learning may vary based on the student
population of each residence hall. The employer agrees to consider
consistency of expectations for Peer Mentors when establishing the
expectations regarding initiatives that support connection and student learning.

Article 14; Training:

Article 14, Training

14.01

The Union shall designate up to four (4) bargaining unit members to participate on the University's RA/PM Training Planning Committee.

14.02

The university will design and provide training focused on understanding systemic oppression and improving RA and PM skills and competency in recognizing and addressing incidents of identitybased bias (including, but not limited to, bias related to racial identity, sex, gender identity, sexual orientation, disability, religion) in the residence halls and in creating inclusive communities. The design of these trainings will be determined by mutual agreement between the university and RAPMU prior to the implementation. The parties agree that failing to agree shall not prevent the university from administering these trainings. Total training will consist of 3 hours during fall training and 2 hours during spring training, and then 1.5 hours during staff meetings each semester.

14.03 Training

Sufficient time will be provided to all RAs and PMs during work hours to complete any additional training required by Residential Life, State or Federal Regulation.

Within 90 days of the ratification of this Agreement, the parties shall meet to review the current training programs and develop recommendations for the joint union/university training planning committee.

Article 15, Compensation:

Article 15 **Compensation**

15.01 Compensation Package

The default compensation package for Resident Assistants and Peer Mentors will consist of a housing waiver and a stipend.

Individual Resident Assistants and Peer Mentors may elect to receive a stipend that includes the value of the housing waiver. RAs and PMs who select this option will be responsible for their housing cost, with no option for payroll deduction. RAs and PMs who select this option will have one opportunity to select this option annually, prior to signing their employment paperwork.

The stipend received in both packages is taxable income.

15.02 Housing Waiver
The value of the RA/PM housing waiver will be set at the fiscal year's Standard Shared Room Rate (including any applicable fees). The value of the Break Housing RA housing waiver will be set at the fiscal year's Break Housing Shared Room Rate (including any applicable fees). The value of the Summer RA housing waiver will be set at that summer's Shared Room Rate (including any applicable fees).

Projected Room Rates:

\$ 8480.00
\$ 9280.00
\$ 4116.00
\$ 8734.00
\$ 9534.00
\$ 4239,00
\$ 8996.00

FY27 Break Housing Shared Room Rate*	\$ 9796.00
Summer 2027 Shared Room Rate*	\$ 4366.00
(*Projected and subject to change)	

15.03 Stipends

For the 2024-2025 Academic Year, RAs and PMs who were employed in the bargaining unit during the 2024-2025 academic year will receive a one-time payment that will include the increase to their stipend as follows (staff members who served for one semester only will receive 50% of this amount):

2024-2025 Academic Year Stipends (6% increase)

New RA	\$ 5802.06	Retro Stipend Payment: \$328.42
Returning RA	\$ 6302.06	Retro Stipend Payment: \$350.34
New PM	\$ 2473.43	Retro Stipend Payment: \$140.01
Returning PM	\$ 2973.43	Retro Stipend Payment: \$161.92
New Break RA	\$ 7404.70	Retro Stipend Payment: \$419.13
Returning Break RA	\$ 7904.70	Retro Stipend Payment: \$433.73

2025-2026 Academic Year Stipends (3% increase)

New RA	\$ 5976.12
Returning RA	\$ 6476.12
New PM	\$ 2547.63
Returning PM	\$ 3047.63
New Break RA	\$ 7626.84
Returning Break RA	\$ 8126.84

2026-2027 Academic Year Stipends (3% increase)

New RA	\$ 6155.40
Returning RA	\$ 6655.40
New PM	\$ 2624.06
Returning PM	\$ 3124.06
New Break RA	\$ 7855.65
Returning Break RA	\$ 8355.65

For RAs and PMs, 53% of the annual stipend will be paid during the fall semester (to account for the additional training week) and 47% of the annual stipend will be paid during the spring semester.

For Break Housing RAs, 48% of stipend will be paid during the fall semester, 9% during winter break, and 43% during the spring semester.

Summer Stipends (same percentage increase as above)

Summer 2025	\$ 1627.25
Summer 2026	\$ 1676.07
Summer 2027	\$ 1726.35

RA Union Release Time Hourly Rate

FY25 \$16.64 (current hourly rate) plus \$200 lump sum payment

FY26 \$18.17 FY27 \$18.72

15.04 Meal Plans

No RA or PM shall be required to purchase a meal plan. Effective Fall 2025, each RA/PM will receive 200 dining dollars each Fall, Spring and Summer term that they are on staff. Each Break RA will receive an additional 60 dining dollars for the winter break period. These dining dollars will carry forward from Fall to Spring, but expire at the end of the spring contract, with the exception of those who are on staff over the Summer Session.

For the 2024-2025 academic year, each RA/PM will receive a \$50 lump sum payment in lieu of dining dollars for each semester employed. Break Housing RAs will receive \$80 lump sum payment for each semester employed.

SIGNING BONUS

All RAs and PMs on payroll as of 5.23.25 will receive a \$200.00 signing bonus.

Article 18.04.A.- Leaves -Personal Leave - Replace with:

A. Short term leave:

RAs and PMs shall have personal time available for use for personal reasons. Available time will be seven (7) days each semester/summer session and an additional three (3) days for Break Housing Resident Assistants for use during break periods. Each calendar day of personal leave granted during a training period will be counted as two days of personal time. Leave for personal reasons shall be considered by the Employer/University and shall not be unreasonably denied. Personal leave cannot be carried over beyond the semester or break period in which it is earned.

Article 18.05.A. Medical Leave – Replace with:

A. Short term leave:

RAs and PMs shall have medical/sick time available for use for illness or medical needs. Available time will be up to two weeks (10 days) per semester/summer session and an additional five (5) days for Break Housing Resident Assistants for use during break periods. Each calendar day of medical leave granted during a training period will be counted as one day of medical leave. Employer/ University may request satisfactory medical evidence from a qualified health care professional for medical leaves of more than three (3) days. Requests for short term leave for medical reasons shall not be unreasonably or arbitrarily denied. Medical leave cannot be carried over beyond the semester or break period in which it is earned.

Article 18.06. Medical Leave:

18.06 Coverage

When requesting a leave, employees should seek coverage for responsibilities during their leave period and if unable to find coverage, will communicate coverage needs with their supervisor. As there is no punishment for not obtaining coverage and the University agrees that the failure to find coverage shall not be grounds to deny any leave however employees should seek coverage in all cases.

Article 27 Termination for Academic Reasons or Exclusion from Residence Halls –

<u> 27.01</u>

No RA or PM shall remain employed if they do not meet minimum academic requirements for the position, including GPA and full-time student status requirements. Job descriptions will reflect a mid-

year academic review as necessary instead of loss of employment at mid-year due to academic requirements. All will be considered on a case by case basis. The parties cannot envision a situation where an RA or PM whose GPA is between 2.0 and 2.5 would be dismissed mid-year.

Article 29.01, Provision of Information:

29.01

In accordance with applicable state and federal statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, information which is relevant and reasonably necessary to the Union's execution of its duties as exclusive bargaining representative, provided the release of such information is not **in violation** of applicable law and regulations.

Article 29.02, Provision of Information:

29.02

Resident Assistants and Peer Mentors will have the opportunity <u>annually</u> to consent to release their educational records, to include the following information, solely to the UAW2322 for the purposes of representing the Resident Assistants and Peer Mentors.

- 1. RA or Peer Mentor's name.
- 2. residence hall address,
- 3. permanent address,
- 4. local phone number listed in SPIRE or similar student information system,
- 5. university email address listed in SPIRE or similar student information system,
- 6. Residential Life position,
- 7. stipend amount per pay period,
- 8. dues deduction each pay period,
- 9. and date of hire.

If a RA or Peer Mentor does not consent for the release of these educational records, stipend and dues deduction reports to the union for each pay period will list position held, stipend amount, and dues deduction withheld without identifying information.

Resident Assistants and Peer Mentors may withdraw their authorization at any time by filling out the appropriate request with the Registrar's Office, at least fourteen (14) business days in advance of the effective date.

The Director of Residential Life Employer/University Administration shall notify the Union of any changes in the roster that occur during the semester via email.

Article 33, Duration:

Duration July 1, 2024 – June 30, 2027

Deleted section 33.02, replace with "(a)t the request of either party negotiations for a subsequent agreement will be commenced at a time agreed to by the parties. This Agreement shall remain in full force and effect until a new Agreement is executed or an Impasse in negotiations is reached."

Memorandum of Understanding 1, Relationship Protection

There shall be a committee, with an equal number of members appointed by the Administration and the Resident Assistant and Peer Mentor Union, to review current policies and structures in place to protect RAs, PMs and Residents from abusive relationships, The Committee will be appointed and begin meeting after ratification of the current contract.

At the time of the establishment of this committee the University was developing a Policy Against Discrimination, Harassment and Related Interpersonal Violence which subsumed the intent of this Committee and fulfilled its purpose.

Memorandum of Understanding 2, Evaluations

There shall be a committee, with an equal number of members appointed by the Administration and the Resident Assistant and Peer Mentor Union, with a biweekly meeting time set within 14 days of ratification of the contract to discuss and develop a new evaluation system.

This committee met and developed a new evaluation system.

Memorandum of Understanding 3, Placement Process

Within 90 days of the ratification of this agreement, the parties shall establish a joint labor/management committee that includes an equal number of representatives from the union and the university to review practices related to Resident Assistant and Peer Mentor cluster placement. The committee will determine how Resident Assistants and Peer Mentors appointed for the following year can submit placement preference information to be used by Residential Life to facilitate position placement.

For the University of Massachusetts

HR Officer

Memorandum of Understanding 4, Expanded Health and Safety Transfer Access

The parties agree that depending on the circumstances a member who identifies a need for access to a gender inclusive bathroom in between or during an academic semester may access the Article 20 Health and Safety Transfer process.

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

For the Union

Signed by:		Signed by:	
Alexcia Davis	5/5/2025	D. W. P. ad	5/5/2025
Alexcia Davis, Sr. Directo	or, Labor Relations	David Pritchard, Union BF981E494F00415	
Signed by:		Signed by:	
Barbara Chaput	5/5/2025	Briana Myran	5/5/2025
Barbara Chaput		Briana Myran	
Associate Director, Labor	Relations	Ž	
DocuSigned by:		Signed by:	
Hanna khlluig B3F493FF283D413	5/6/2025	Sadie Arundale	5/5/2025
Dianna Williams, Directo	r of HR	Sadie Arundale	
Student Affairs and Camp	ous Life		
DocuSigned by:		Signed by:	
Brian Harrington	5/6/2025	Muritaria	5/5/2025
Brian Harrington, Directo	or, Labor Relations	Aurelie Belinette	
Cinnad h		Signed by:	
—signed by: Jean Mackimmie	5/6/2025	Dani Wagner	5/5/2025
Jean MacKimmie, Directo	or Res Life	Dani Wagner	
DocuSigned by:			
Then Remem	5/7/2025		
Sheri Neshiem, Vice Cha	ncellor & Chief		

John Dunlap 5/9/2025 | 8:16:01 AM EDT 5/2909F9F3299489

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

DocuSigned by:

Martin T. Mechan

5/9/2025 | 4:04:06 PM EDT

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Marty Meehan, President

University of Massachusetts President's Office