Side Letter of Agreement

Successor Collective Bargaining Agreement
University of Massachusetts Amherst and The University of Massachusetts Amherst
("University") and The University Staff Association/MTA/NEA

This Side Letter Memorandum of Agreement is made by and between the University of Massachusetts Amherst (hereinafter "University") and The University Staff Association/MTA/NEA(hereinafter "Union"), collectively the "parties."

WHEREAS, the University and the Union are parties to a Memorandum of Agreement for a successor collective bargaining agreement covering the period of July 1, 2024, to June 30, 2027 (hereinafter "Agreement"); and

WHEREAS, the parties desire to further their commitment and dedication to members of the bargaining unit in the aforementioned areas;

NOW THEREFORE, for the mutual considerations and promises contained herein, the parties agree as follows:

- 1. The employer/university administration shall increase all Farm Superintendents from Grade 16 to Grade 17, retroactive to July 7, 2024. For the purposes of this one Grade change dated July 7, 2024, exclusively the provisions of Article 17, Section 6, sentence 1 of the Collective Bargaining Agreement shall be tolled for Farm Superintendents. Additionally, Article 14, Section 2A, will not apply. The date of a step increase for Farm Superintendents shall remain the same as it was on July 6, 2024, unless or until it is changed by any event after the July 7, 2024, increase referenced above. Appendix D MTA/USA Bargaining Unit Titles will be updated accordingly.
- 2. The University will increase Shift Differential from \$1.00 to \$1.50 per hour retroactive to January 12, 2025.
 - Employees shall be paid a weekend differential of one dollar (\$1.00) one dollar and fifty cents (\$1.50) for each hour worked, in addition to their regular salary, for any shift worked between 12:01 am Saturday and 11:59 pm Sunday.
- 3. The University will increase the Health and Welfare Plan from \$16.50 to \$18.00 retroactive to the first week in July 2024. Article 16, Section 2B Health and Welfare will be updated accordingly.

4. The University will agree to increase Out of Title work as follows:

<u>An-A</u> member of the bargaining unit employee who is clearly directed by their his-supervisor to perform work in a higher classification shall receive pay at the step as determined by Article 17, section 6 from the start of the period for which such work is assigned. Prior to receiving such pay, the out of title Temporary Work Assignment Form signed by the direct supervisor and department head must be received in Human Resources. That form must contain a brief description of the work performed in a higher classification assigned to that employee. Only one employee shall receive such compensation for performing work in a higher classification formerly done by another bargaining unit employee. A job audit by the Personnel Administrator or designee shall be conducted only in cases where there is a dispute between the employee and supervisor and/or designee. Working out of title pay shall not be available for employees filling in for employees on scheduled vacation leave of less than three (3) weeks.

An Employee who is assigned by their his/her supervisor to perform overtime work in a higher classification, shall have overtime compensation computed at the same step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

An employee performing work formerly done by an employee in another bargaining unit shall receive a stipend of fifteen twenty (\$1520.00) dollars per day. The University will provide a monthly report to the Association of each out of title work approved al.

Within ninety (90) days after funding of this agreement, a joint labor-management committee consisting of three members appointed by each party to this agreement shall meet to discuss the creation of and implementation of a system for compensating USA employees performing out of title work in positions in other bargaining units. The committee shall also have authority to revise the Temporary Work Assignment Form.

An employee working out of grade shall not use that fact as a basis to pursue a reclassification appeal nor shall it serve as that employee's salary from which a promotion is determined under this agreement.

5. The University will increase holiday differential from \$.80 to \$1.00 retroactive to January 12, 2025. Article 12, Section 10 – Holidays will be updated accordingly.

| For the University: | | For the Union: | |
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| — Signed by: Alexia Davis | 7/23/2025 | Signed by: Sluila Gilmour | 7/24/2025 |
| Alexcia Davis, Sr. Dir of Labor Relations | | Sheila Gilmour, President, USA | |
| Signed by: Barbara Chaput | 7/23/2025 | Docusigned by: Lyle Chambers | 7/24/2025 |
| Barbara Chaput, Assoc. Di | Kyle Chambers, Vice Pr | resident, USA | |
| DocuSigned by: | 7/24/2025 | | |
| Sheri Neshiem, Vice Chane | | n | |
| Resources Officer | | | |

7/24/2025 | 6:39:29 PM EDT

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

DocuSigned by:

—DocuSigned by: John Dunlap

Martin T. Mechan

7/25/2025 | 10:17:53 AM EDT

Marty Meehan, President

University of Massachusetts President's Office