

MEMORANDUM OF AGREEMENT
2017-2020

This Memorandum of Agreement (“Agreement”) is by and between the Professional Staff Union/MTA/NEA (“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, 2017 through June 30, 2020, to succeed the parties’ Collective Bargaining Agreement covering the period July 1, 2014 through June 30, 2017.

Note: The amendments described below are based on the parties’ Collective Bargaining Agreement covering the period July 1, 2014 through June 30, 2017; text in ~~strikeout~~ is to be eliminated, text in **bold** is to be inserted. Some provisions are modified from the last proposal noted

1. Amend Article 2 (Union Proposal 14)
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A. Amend Section 2.2 (Union Proposal 14) as follows (Union: 1/25/18):

Section 2.2 Union Stewards and Grievances

Union Stewards shall have reasonable time off without loss of wages, benefits or privileges for the investigation and processing of grievances and arbitrations.

Subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.

Grievants shall be permitted to have time off without loss of wages, benefits and other privileges for processing their grievances through the contractual grievance procedure.

Witnesses called by the Union to testify at a Step 3 hearing or in an arbitration proceeding (Step 4) may be granted time off without loss of wages, benefits and other privileges.

Requests for time off shall not be unreasonably denied.

B. Amend Section 2.3 (Union Proposal 14) as follows (Union: 1/25/18)

Section 2.3 Union Business

In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

- a. Release time must be requested by the President of the Amherst or Boston Chapter, by the Grievance Secretary of the Boston or Amherst Chapter, or by the Field Representative or other official of PSU/MTA/NEA. Requests must

indicate the names of the employee (s), the date and times requested, and the purpose for which the time will be used.

- b. Requests for release time will require the prior approval of the employee's supervisor. Requests for release time must be made three days in advance, **or as soon as practicable**. Such requests shall not be unreasonably denied **and, subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.**
- c. The total amount of release time available to the Amherst portion of the bargaining unit is 106 days per calendar year. The total amount of release time available to the Boston portion of the bargaining unit is 50 days per calendar year. Such days may not be banked from one calendar year to the next.
- d. **Additional release time in the amount of 100 days for Amherst and 50 days for Boston shall be available for officers of each campus to use in the execution of their duties. Individuals shall be designated in writing to Labor Relations. A commensurate workload reduction shall be granted for use of this time.**
- e. **Any member of the bargaining unit who is granted release time pursuant to this section shall record the time as Paid Union Time (PUT).**

C. Amend Section 2.9 (Union Proposal 14) as follows (Union: 11/9/17):

Section 2.9 Employer Provision of Information

- A. The Employer/University Administration shall furnish the Union with the following information in electronic form:
 - 1. Upon execution of this Agreement and on every ~~April 1 and every October 1~~ **every month after**, a list of all bargaining unit members, with their classification titles, **grades**, rates of pay, **hours per week and FTE**, **dates of hire and union dates**, **FLSA status**, department or program, ~~and/or~~ **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**;
 - 2. 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**, **FTE**, **start date**, **rehire date**, and **date of the action**;
 - 3. **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, FTE, standard hours per week, compensation rates, effective date of the promotion, and action date;**

- ~~3-~~ 4. 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, FTE, start date and action date, as well as their worksite email and mail drop, home address, personal email, and home/work/cell phone numbers;**
- 4- 5. On a monthly basis a list of all bargaining unit members who have been terminated, **together with their department, job title, FTE, termination date, action date, and pay status;**
- ~~5-~~ 6. A list of bargaining unit employees who withdrew check off authorizations within two (2) months of such withdrawal.
- ~~6-~~ 7. On a monthly basis a list of all bargaining unit employees on dues deduction or agency fee check off and who are off payroll for any reason the week of deduction;
- ~~7-~~ 8. On a bi-annual basis a copy of that portion of the EEO-6 Form that covers bargaining unit members.

B. In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement.

D. Amend Section 2.10 (Union Proposal 14) as follows (Union: 11/9/17):

Section 2.10 Union Orientation

Where the Employer/University Administration provides an orientation program for new employees, one ~~half~~ hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

E. Insert, following Section 2.13 (Union Proposal 14) (Admin: 2/6/18):

Section 2.14

Recognizing that bargaining schedules vary from start to finish, members elected to the Contract Bargaining Team will be granted release time for the duration of bargaining. Subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.

2. Amend Article 3 (Union Proposal 17)

A. Amend Section 3.2 (Union Proposal 17) as follows (Union: 4/12/18):

Section 3.2

A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. **Electronic forms with electronic signatures shall be accepted by the Employer/University Administration.** A bargaining unit member may withdraw his/her Union dues check-off authorization by giving at least sixty (60) calendar day's notice in writing to the Campus Human Resources Office and the Treasurer of the Union. **The Employer/University Administration shall forward any such notice to the Union President within five (5) days of receipt.**

B. Insert, following Section 3.7 (Union Proposal 17)(Union: 4/12/18, as amended)

Section 3.8

Since the home addresses, personal email addresses, and personal telephone numbers of members of the bargaining unit are exempt from the public disclosure requirements of the Public Records Laws, G.L. c. 4, 7(26)(o), in response to any such requests, except as required by law, the Employer shall not disclose to any person, business, organization or other entity other than as explicitly authorized in that sub-section of the law. Whenever the Employer is compelled to provide any information to a third party concerning the identities of bargaining unit members and/or union affiliation, within five (5) days of the request the Employer shall notify the Union and shall provide the identity of the requestor and a description of the information to be provided.

3. Amend Article 6 (Union Proposal 3)

A. Amend Section 6.2 (Union Proposal 3) as follows (Union 1/25/18):

Section 6.2 **Union Policy of Non-Discrimination by the Union**

~~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, creed, color, national origin, sex, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical handicap.~~

The union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, **gender identity or expression, age, marital status, political belief or affiliation, membership or non-membership in any organization,** veteran status, sexual orientation, or mental or physical ~~handicap~~ **disability.**

~~A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.~~

B. Amend Section 6.3 (Union Proposal 3) as follows (Union 1/25/18, as amended):

~~Section 6.3 Sexual Harassment~~

~~The Employer/University Administration and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice which should not be condoned. The University and the Union agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination consistent with Article 8.~~

~~A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.~~

Section 6.3 Board of Trustees Policies

The following Board of Trustees Policies and Administrative Standards are incorporated and attached as Appendix C:

T16-040: Non-Discrimination and Harassment and Administrative Standards (9/21/2016)

T96-136: Principles of Employee Conduct (12/4/1996)

Whenever the University proposes to amend the above-listed Policy or Administrative Standards, it shall notify the Union and discuss any such proposed amendment. If the parties agree to such proposed amendment, this Agreement shall be re-opened to incorporate the changes. If the parties do not agree to such proposed amendment, the dated, listed version of the Policy and Standards shall remain in full force and effect, notwithstanding any amendment that may be adopted or approved by Board of Trustees. If such change is required by law, law will prevail.

C. Amend Section 6.4 (Union Proposal 3) as follows (Union 1/25/18):

Section 6.4

This Article shall be grievable to Step 3, Article 7.

A bargaining unit member may file a complaint alleging discrimination with an external agency to meet state and/or federal agency deadlines without jeopardizing his or her right to investigations and hearings as provided for in this Article.

D. Strike Section 6.5 (Union Proposal 3) and insert in place thereof (Admin: 4/24/18), with the following changes:

A. Filing of Grievance/Complaint with Human Resources

Disputes concerning the application of ~~this policy~~ the Principles of Employee Conduct are subject to the grievance procedure outlined in Article 7, provided that any grievance initiated under the policy shall be filed immediately at Step 2 and that, prior to any hearing, the matter shall be referred to the Division/Department of Human Resources. Within thirty (30) days of the receipt of the grievance, Human Resources will determine whether it is appropriate to, ~~if appropriate,~~ attempt to resolve the dispute informally. If Human Resources cannot resolve the matter informally, then it shall conduct a formal investigation into the allegations and determine if an employee has violated this policy.

B. Informal Resolution

~~Informal action, as it is used in this section, means that representatives from the Division/Department of Human Resources will conduct a review of the allegations that give rise to the grievance and shall, in conjunction with representative(s) from the Union, make recommendations to resolve the matter.~~

If Human Resources determines that it is appropriate to attempt to resolve the dispute informally, then it has sixty (60) days to attempt to reach a conclusion that is acceptable to the complainant, the respondent and Human Resources. Upon the request of a bargaining unit member who is either the complainant or respondent, a union representative shall be included in the attempt to resolve the dispute. ~~Such recommendations~~ Resolutions may include: continued informal facilitation or mediation; formal facilitation or mediation with use of an outside facilitator or mediator; required supervisory or other training; mandatory training for the employee(s) involved in the violation of these Principles; transfer of the employee(s) involved pursuant to Article 14.7; or other appropriate action.

The informal dispute resolution process can only be extended beyond sixty (60) days with the agreement of Human Resources and the complainant.

If the parties cannot reach an informal resolution within sixty (60) days then Human Resources will ~~conduct~~ initiate a formal investigation.

C. Formal Investigation

~~HR shall consult with the Union during the planning of the investigation, allowing the Union input into matters such as issues to be investigated and individuals to be interviewed.~~

During the investigation, a union representative shall be present at any investigatory meeting when so requested by a bargaining unit member.

HR will complete the investigation and issue findings within 120 days of its initiation.

A summary of the investigator's findings will be shared with the complainant and the respondent. The complainant, at his/her discretion, may share the summary of findings with his/her union representative. If Human Resources determines the respondent did violate T96-136, then the summary of the findings will also be shared with the respondent's supervisor and/or Department Head.

D. Ability to Grieve

If, following the completion of the investigation process, the matter is not resolved to the complainant's and union's satisfaction, the grievance may proceed under the grievance procedure as provided for in Article 7, provided that such grievance shall not be subject to the Step 4 arbitration procedure contained in Article 7.

E. Amherst Policy

The parties acknowledge that the Amherst campus has implemented an administrative process entitled RESPONDING TO WORKPLACE BULLYING (which is not incorporated herein by reference or otherwise). A grievance filed regarding an alleged violation of this provision of the contract may be unilaterally placed on hold by the union, with written notice to the employer, pending the completion of the process described above.

4. Amend Article 7.5, Step 4, 3 rd sentence of the first paragraph as follows (Union Proposal 17)(April 12 2018)

...Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the Union and the Employer/University Administration shall **either** select the arbitrator whose name next follows the name last selected from a panel of arbitrators mutually established by the Union and the Employer/University Administration, **or by mutual agreement seek a DLR arbitrator.**

5. Amend Section 11.3 as follows (Union Proposal 4) (TA: 11/9/17)

Section 11.3

Recognizing departmental budgetary constraints and needs, and that workloads may vary from department to department and from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members.

An excessive balance of accrued compensatory time over an extended period may be an indication of an ~~unreasonable excessive~~ workload. ~~Excessive workload issues will be reviewed in a manner to be determined at the campus level.~~ **The following conditions are likely indicators of an excessive workload:**

- **Unless the parties have otherwise agreed, the need for work hours each week is both in excess of the bargaining unit member's regular work week, and it persists for more than two months;**
- **The compensatory time balance accrued is greater than one regular work week of that bargaining unit member for a four-month period;**
- **Compensatory time expiring is greater than one day.**

Deadlines and goals must be reasonable and attainable by a satisfactorily-performing bargaining unit member using currently available resources during a regular workweek as per Article 18.1. A lack of compensatory time earned shall not be deemed an indication of a reasonable workload.

6. Amend Article 13 (Union Proposal 12):

A. Amend Section 13.2 (Union Proposal 12) as follows (Union 4/12/18):

Section 13.2 Definition

A. Layoffs shall be defined as follows:

1. Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.
2. A grant-funded bargaining unit member's functional job or position is terminated due to a lack of funds or lack of work.
3. A state-funded or trust-funded bargaining unit member explicitly hired for a specific project, with a specified duration, as per Section 14.6, completes that stipulated project.

B. Bargaining unit members laid off in accordance with Section 13.2, A.2 ~~and Section 13.2, A.3~~ shall not have Bumping (13.6) ~~or Consultation Period (13.3)~~ rights under this Article. **Bargaining unit members laid off in accordance with Section 13.2, A.3 shall not have Bumping (13.6) or Consultation Period (13.3) rights**

under this Article. Such members will be covered by the remaining provisions of Article 13 of this Agreement.

C. No bargaining unit member shall be laid off in an arbitrary or capricious manner.

- B. Amend Section 13.5 (Union Proposal 12) as follows (Union: 4/12/18, amended to more closely follow current language):

Section 13.5 Order of Layoffs

A. Within departments/programs in which layoffs take place, temporary **(CC/03)** employees **performing bargaining unit work** shall be terminated before any bargaining unit members are laid off. ~~A temporary employee, for this purpose, shall be defined as an employee who has been employed for less than one (1) year and who is filling the position of a bargaining unit member on an authorized leave.~~

B. If the Employer/University Administration decides to reduce in number, within a department/program, state and/or trust-funded positions whose essential job duties and functions **as outlined in the position description** are, in the judgment of the supervisor, **interchangeable substantially similar**, seniority shall prevail in determining the bargaining unit member or members who shall remain.

If the funding source for a grant or contract cuts back funding or funding within a grant or contract is otherwise reduced and the Employer/University Administration decides that layoffs are necessary to reduce in number positions whose essential job duties and functions **as outlined in the position description** are, in the judgment of the supervisor, **interchangeable, substantially similar**, seniority shall prevail in determining the bargaining unit member or members who shall remain.

- C. Amend Section 13.6 (Union Proposal 12) as follows (Union 4/12/18, as amended):

Section 13.6 Bumping

A. A bargaining unit member **who is targeted for layoff**, with five (5) or more years of service **as of the layoff date**, ~~who is targeted for layoff~~ shall be entitled to the option of bumping under Section 13.6, B below to a vacant and available position or to a position which is occupied by a bargaining unit member who has less than ~~eight (8)~~ **five (5)** years' seniority **as of the layoff date** and less seniority than the targeted individual. The targeted bargaining unit member must be qualified and able to fill the position after a brief period. There shall be no bumping out of positions of specified duration.

B. 1. **At the same time as the layoff notice(s)**, the Employer/University Administration shall provide to the bargaining unit member a list of **campus bargaining unit positions that are not grant-funded or term positions; are of the same position grade level or lower; and** whose occupants have fewer than ~~eight (8)~~ **five (5)** years' seniority ~~within the executive area and the working titles and seniority of bargaining unit members filing those positions~~

~~at the same time as the layoff notice(s).~~ **and less seniority than the targeted member as of the layoff date.** The list will also include vacant and available positions at the Boston campus; the Amherst campus will provide recent white sheet position postings.

The list shall include and the grade level, salary, department, executive area, the working titles and seniority of bargaining unit members filling those positions.

Additionally, a list of all vacant and available campus bargaining unit positions will be provided.

2. Within thirty (30) calendar days of receipt of the list the bargaining unit member may request the Employer/University Administration to provide up to ~~10 (ten)~~ **ten (10)** up to date job descriptions/position descriptions of those positions on the list for which the bargaining unit member believes, from a review of the working titles, that he or she may be qualified. These positions will be provided within ~~5 (five)~~ **five (5)** business days of the request.
3. Within ~~10 (ten)~~ **ten (10)** calendar days of receiving the position descriptions requested, the bargaining unit member may then identify for bumping one (1) such position with equal or lesser responsibilities and whose occupant has less seniority ~~or~~ **and** one (1) vacant and available position.
4. After the bargaining unit member notifies the Employer/University Administration of his/her ~~choice~~ **choices** of positions, the unit member will be interviewed for ~~the~~ **each** position as soon as feasible **by one or more persons qualified to assess the members' qualifications.**
5. After interviewing the member to discuss his or her qualifications and abilities, the Employer/University Administration shall determine within ~~10 (ten)~~ **ten (10)** calendar days whether the bargaining unit member meets the minimum qualifications for the ~~position~~ **positions** identified, and, if he or she does, shall offer the ~~position~~ **positions** to the bargaining unit member.
6. If two or more bargaining unit members targeted for layoff select the identical position for bumping, and are found to meet the qualifications for the position, then the most senior employee shall be offered the position and the less senior member may identify another position
7. Once the bargaining unit member has been determined to be qualified for ~~the selected~~ **and has selected** a position, the University will issue a layoff notice to the occupant of that position, if any, as provided in Sections 13.4 and 13.6(B)1. The bargaining unit member who is bumping into the selected position will be off payroll no longer than it takes for the current occupant's period of notice to expire. If the selected position is vacant, the bargaining unit member will bump into the selected position with no time off payroll.

C. [Union proposal 4-12-18] ~~A bargaining unit member who exercises his or her option to voluntarily reassign to a position that is not equal to the position he or she is being laid off from shall receive the salary of the offered position commensurate with its duties and responsibilities, working title, and appointment basis.~~ A bargaining unit member who bumps into a vacant position at the same grade level, shall maintain their current salary. If the vacant position is of a lower grade, their salary will be unaffected; however, the position will be deemed an anomalous circumstance for the purpose of equity reviews. If the vacant position is of a higher grade, or associated to a higher grade, their salary shall be increased as if it were a promotional increase (PSSAP IV.D).

~~A bargaining unit member who bumps into an occupied position If the new position is the same percentage of appointment and the same grade level as the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member~~ shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, or b) a decrease of more than 10% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 90% of the targeted unit member's salary immediately prior to the bump.

~~If the new position is the same percentage of appointment but a lower grade level from the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, or b) a decrease of more than 20% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 80% of the targeted unit member's salary immediately prior to the bump.~~

If the percentage of appointment is different in the new position the ~~maximum percentage stated above may be exceeded to correspond with the new percentage~~ the salary shall be adjusted accordingly.

An equity increase may in some cases be warranted, but would occur only after the targeted bargaining unit member has assumed the duties of the new position at the salary as described above.

~~D. Bumping Outside the Executive Area~~

~~If a bargaining unit member targeted for layoff occupies a position that is the sole, unique position in the executive area and there exists, in another executive area, a substantially equivalent bargaining unit position or vacancy certified for filling, in job title and function whose occupant has less than eight~~

~~(8) years' seniority and less seniority than the bargaining unit member targeted for layoff, that bargaining unit member may request that his or her Vice Chancellor first certify that his or her position is the sole, unique position in the executive area and then ask the Vice Chancellor in the other executive area to evaluate the bargaining unit member's qualifications for the substantially equivalent position. After receiving a recommendation from the department head or supervisor to whose unit the substantially equivalent position belongs, the Vice Chancellor of the other executive area shall make a decision whether or not the targeted bargaining unit member is qualified for the position. If the Vice Chancellor decides that the bargaining unit member is qualified, the Vice Chancellor shall offer him or her the position, and the occupant of the position shall be laid off, as provided for in Section 13.6.B.6. The provisions of Section 13.6.B.6 on occupying the new position shall also apply. The decision of the Vice Chancellor is final and is not subject to the hearing procedure or appeal procedure of this Article.~~

D. Amend Section 13.8 (Union Proposal 12) as follows (Union 4/12/18):

Section 13.8 Recall Rights

A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows. Recall rights do not apply if an individual has bumped except as provided in ~~13.7 8, € D~~ below.

B. Bargaining unit members who are laid off shall have recall rights to the campus for a period of three (3) years from their date of layoff. They shall have recall rights to:

- their former position, if re-established, or if it becomes vacant and available;
- to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position;
- to a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.

C. Laid off bargaining unit members shall retain the use of their UMass email address for the length of their recall period.

~~€. D.~~ A bargaining unit member who has bumped into a new position shall have recall rights to his or her specific former position, should that former position be re-established, for a period of thirty (30) calendar days following the date on which he or she occupies the new position.

~~Đ. E.~~ Upon written request to the Employment/Recruitment Office, the laid-off bargaining unit member shall be sent for one year announcements of vacant professional staff positions to be filled at the Campus. This period may be extended for an additional year upon written request from the bargaining unit member, submitted one month before the end of the initial one year period, and for a third year

upon submission of a similar request submitted one month before the end of the second year. For Cooperative Extension bargaining unit members, upon written request to the Dean of the College of Food and Natural Resources announcements shall include announcements of Cooperative Extension openings received by the Dean.

~~E. F.~~ A bargaining unit member who applies during his or her recall period for a bargaining unit position which has been posted for filling shall be regarded as an internal applicant under Article 14, Promotions and Filling of Vacancies.

~~F. G.~~ A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and eligibility for benefits that the bargaining unit member enjoyed as of the date of his or her termination to the extent allowable by law.

E. Maintain current language for Section 13.10

7. Amend Article 14 (Union Proposal 1)
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A. Amend Section 14.1 (Union Proposal 1) as follows (Union 9/28/17):

Section 14.1 Promotions

A promotion results from a bona fide change in duties and responsibilities which constitutes an advancement to a job with greater duties and responsibilities. A promotion may also result from a demonstrated change in the complexity of duties and responsibilities sufficient to elevate the position from one position level to a higher one as designated under the Professional Staff Salary Administration Program; **such changes are assessed through the Periodic and Position Classification Review processes (PSSAP section II.B.ii and II.B.iii).** The position number, the official title, and the working title may or may not remain the same.

The Employer/University Administration shall have the right to promote a bargaining unit member to a higher-graded position within his or her MBU (major budgetary unit) ~~without following the posting procedures specified in this Article~~ **posting the position so long as this promotion does not fill a vacant position, it does not create a vacant position, and the alternative to the promotion is a layoff.**

~~The Amherst campus shall have the right to promote a bargaining unit member within an Executive Area into a position with a Grade Level of 26 or below without following the posting procedures.~~

The Employer/University Administration may promote a classified employee to a professional position in the same department without posting the professional position if ~~all~~ **both** of the following conditions are satisfied:

- a) This is the result of the classified position evolving to become professional in nature;
- b) There would be no new professional position unless the promotion takes place.

B. Amend Section 14.3 (Union Proposal 1) as follows (Union: 9/28/17):

Section 14.3 Notice of Vacancy

The notice for a vacancy shall contain: the job title; the salary administration grade level or the grade level to which a position is associated; a link to the pay scales associated with the grade levels; a description of the position; the bona fide occupational requirements; the shift (where appropriate); the location; the closing date for applications; and, if the position is grant-funded or contract-funded, the termination date of the position, if known. A copy of the notice shall be ~~provided~~ **made available** to the Union.

C. Amend Section 14.4 (Union Proposal 1) as follows (Union: 9/28/17, as amended)

Section 14.4 Filling Bargaining Unit Vacancies

When the Employer/University Administration decides to fill a vacant bargaining unit position, the Employer/University Administration shall **either**:

- a) **Notify all bargaining unit members in at least the Major Budgetary Unit (MBU) of the vacancy and accept applications from said members for no less than ten (10) working days. The Hiring Authority may then appoint a bargaining unit member to the position provided that the bargaining unit member to be promoted meets the minimum qualifications of the vacant position and has performed satisfactorily; Or,**
- b) **Post the vacant bargaining unit position on the University's on-line applicant tracking system for a minimum of ~~seven~~ ten (710) business days. The Employer/University Administration may advertise the position externally (off campus) simultaneously with the internal posting.**

~~During the first seven (7) business days of the posting, only applicants with a UMass logon and password will be able to apply. Applicants shall be provided a place on the electronic application to indicate their non-temporary, benefited status and to select the name of the bargaining unit of which they are a member, if applicable. For the purposes of this section, only non-temporary, benefited PSU bargaining unit members will be considered internal applicants.~~

Upon completion of the ~~seven~~ ten (710) day posting period specified above, the **internal pool of internal applicants** shall be evaluated to determine whether its composition is sufficient for the search to proceed. An internal pool shall be considered sufficient if it ~~is~~ contains at least the number of applicants who meet the posted qualifications as the number of finalists

requested by the department/unit head, normally three and never more than five; and 2) ~~meets Affirmative Action guidelines as determined by the Affirmative Action office.~~ If the pool is not sufficient, the department head or chair of the search committee may **then** add external applicants to the pool. ~~If the augmented pool meets Affirmative Action guidelines, the search committee shall begin its review.~~

~~For any bargaining unit vacancy at or below Grade Level 25 at Amherst or Grade Level 28 at Boston, the appointing authority shall determine whether a Search Committee shall be established to assist in the filling of such vacancy.~~

~~The search committee shall normally be composed of from three (3) to seven (7) people; **If a search committee is established to assist in the filling of a bargaining unit vacancy, the search committee** and shall have at least one (1) bargaining unit member. The union shall be notified within ten (10) days of the appointment of a bargaining unit member to the committee of the name of the member; **this** requirement shall be non grievable and failure to comply shall not be grounds to disqualify the search. ~~Every effort shall be made to include diverse representation on the search committee and, where practical, user departments. The department/unit head will not be on the search committee, except in unusual circumstances. The goal of the search committee shall be to identify and recommend the best qualified candidate(s) to the department/unit head.~~~~

~~If the department/unit head is not satisfied with the finalists recommended by the search committee, the department/unit head may require that additional qualified candidates, if any, be recommended or that the search be re-opened.~~

Except where noted, the following procedures shall apply to both search option a) and option b) above:

- i. In any search posted in accordance with Article 14.4(b),** if two (2) finalists, one (1) a bargaining unit member and one (1) a non-unit applicant, are equally qualified in the judgment of the department/unit head, the department/unit head shall offer the position to the bargaining unit member.

Consistent with any Affirmative action requirements, if two (2) or more finalists are bargaining unit members and are, in the judgment of the department/unit head, equally qualified, the department/unit head shall offer the position to the senior bargaining unit member.

- ii. In considering applicants, the hiring authority will take into account the applicant's institutional experience and the diversity goals of the University and the department/unit.**

- iii. **The starting salary for any bargaining unit member selected to fill a vacancy pursuant to this Section shall be determined in accordance with Section IV of the PSU/MTA University of Massachusetts Amherst & Boston Chapters PSSAP Manual (Appendix B).**
- iv. **In any search posted in accordance with Article 14.4(a), the University shall read all applications; inform applicants who did not meet the minimum position qualifications of that fact; and, for those who did meet minimum qualifications inform them when the position has been filled.**
- v. **In any search posted in accordance with Article 14.4(b), the University shall inform applicants who did not meet the minimum position qualifications of that fact. Upon request from the applicant, the University shall inform them of which qualification(s) they did not meet.**

The ~~search committee~~ **University** shall notify any bargaining unit member whether or not he or she has been recommended as a finalist within three (3) days of the date when the list of finalists is accepted by the department/unit head. Such notice shall be electronic or in writing.

The University shall notify bargaining unit members who are finalists that they have not been offered the position within ten (10) days of the date on which the candidate offered the position has accepted. Such notice shall be electronic or in writing.

A bargaining unit member who is a finalist and who is not offered the position may meet with the ~~appointing~~ **hiring** authority (or designee) to discuss the reasons for not being offered the position. **At the request of the bargaining unit member, a representative of the Union may be present at the meeting.**

- vi. The judgment of the ~~appointing~~ **hiring** authority and/or his or her designee (~~including the Search Committee~~) in recommending and/or selecting a candidate for a position shall not be grievable, except where a bargaining unit member who was a finalist can demonstrate through the Grievance and Arbitration Procedure that the ~~appointing~~ **hiring** authority (or designee) was arbitrary or capricious in selecting a candidate to fill the position who did not satisfy the posted qualifications for the position ~~or was demonstrably less qualified than the grievant. In that case~~ **If the grievance prevails**, the search shall be reopened.

D. Amend Section 14.7 I (Union Proposal 1) as follows (Union: 9/28/17)

14.7 I. Definitions:

- (1) For the purposes of this section, a transfer shall be defined as:

- a. Permanent change from one MBU to another MBU without any change in grade level and with similar duties and qualifications, or
 - b. A substantial permanent change in duties within the same MBU as long as required qualifications are not substantially different from those of the position being transferred into.
- (2) For the purposes of this section, a reassignment shall be defined as a change involving schedule, shift, ~~or~~ work location, **or residence for Residence Directors**, but without a substantial change in duties, and without any change in department or classification.

6. Amend Article 18 (Union Proposal 5):

- A. Amend Section 18.1 (Union Proposal 5) as follows (Union: 3/22/18, as amended):

Section 18.1

A. Standard hours and schedules: The University's standard business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. However, the parties recognize that, as professionals, the members of the bargaining unit have responsibilities that may require work at times other than the standard business hours **schedules other than standard business hours as well as work at times other than the standard business hours**, including nights and weekends. ~~Further, subject to the provisions contained in Section 18.2, the parties recognize that, as professionals, the members of the bargaining unit may occasionally be required to devote additional time to the completion of their work.~~ For the purpose of basic scheduling needs, as well as leave accrual and hourly base rate calculations, the regular full-time work week of members of the bargaining unit is defined as 37.5 hours per week.

B. Further, subject to the provisions contained in Section 18.2, the parties recognize that, as professionals, the members of the bargaining unit may occasionally need be required to devote additional time beyond their regular work schedules to the completion of their work, as well as work at times other than the regular schedule. In addition, as professionals, members of the bargaining unit may at their discretion, with notice to the approval of their supervisor, and subject to operational requirements, flex time to adjust work schedules within a two-week period to compensate for hours worked outside their regular work schedule. Such time will be flexed on an hour for hour basis. Requests to flex time will not be unreasonably denied.

- B. Amend Section 18.2 (Union Proposal 5) as follows (Union 3/22/18):

Section 18.2 Compensatory Time

A. The parties agree that ~~supervisors may recognize, pursuant to the conditions of this provision, that in exceptional and limited situations FLSA-exempt members may at~~ **times** be required to work longer work hours than normally are required. **Subject to**

the provisions of 18.2(B), when those hours exceed forty (40) for full-time employees or regular hours (pro-rated for part-time employees) in a work week, the employee may be eligible for compensatory time. This section is designed to treat such situations equitably and to recognize the work, commitment and dedication of employees who put in these extended hours.

~~B. This provision recognizes the existence of exceptional circumstances in which the workload of particular FLSA exempt employees may be especially burdensome. In these circumstances the employee shall be eligible for compensatory time.~~

~~C.~~ **B. Approved** Compensatory time is granted on an hour-for-hour basis. For exceptional situations lasting up to three months **Whenever possible**, the employee and the supervisor shall discuss in advance ~~whenever possible~~ the need for unusually longer work hours and shall agree in writing that this work shall be governed by this provision, and that documented work hours beyond forty (40) hours **for full-time employees or the hours which their percentage of employment yields when multiplied by 40 (e.g., a ½ time employee needs to work 20 hours to be considered for compensatory time)** in a work week will be treated as compensatory time earned. ~~If exceptional situations continue beyond three months, workload issues shall be reviewed.~~ **Immediate supervisors Department heads or designees have the authority to approve compensatory time. Compensatory time shall not be unreasonably denied.**

~~D.~~ **C.** Compensatory time is not cumulative beyond a twelve month period. For this reason, an employee should take compensatory time as soon as possible after it is credited. **Supervisors shall make every effort to allow compensatory time earned to be used.**

- 1.) Compensatory time not used within twelve calendar months after it is credited will be forfeited. ~~Supervisors shall make every effort to allow compensatory time earned to be used.~~
- 2.) Compensatory time may not be transferred to any type of leave.
- 3.) There is no payout of compensatory time and any remaining compensatory time is lost when an employee separates from the University. The employee's separation date may not be moved forward in order to pay for compensatory time.
- 4.) **A bargaining unit member may request to use compensatory leave as it accrues. Compensatory leave requests shall be granted unless, in the supervisor's opinion, it is impossible or impractical to do so because of work schedules or emergencies. Employee requests to use compensatory time shall not be unreasonably denied. The supervisor shall make reasonable efforts to insure that a bargaining unit member, having requested compensatory leave, is granted such leave in order to prevent the loss of earned compensatory time.**

If a conflict in compensatory requests arises, the supervisor shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

Compensatory time may be used in lieu of any other earned or accrued time.

~~E. D. All~~ **Total number of hours worked shall be reported on the time and attendance sheet. Approved** Compensatory time earned or used will be recorded on the time and attendance sheet. Compensatory time used will be counted on a first earned, first used basis.

~~F. The provisions of this section shall take effect on July 1, 2006.~~

C. Amend Section 18.5 (Union Proposal 15) as follows (Union: 11/30/17):

Section 18.5 Emergency Closures

A. The University shall provide the Union with a list of bargaining unit members deemed essential by November 15 of each year. The determination of which exempt and non-exempt employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein.

~~B. On days on which~~ **When** the University is closed due to emergency situations such as a snowstorm or other circumstances, exempt employees designated as essential who are required to work, or exempt employees who volunteer and are approved to work, shall receive an hour of compensatory time for each full hour worked.

7. Amend Section 22.2 (University Proposal 1)

Section 22.2 Vacation Request and Usage

A bargaining unit member may request to use vacation leave as it accrues. Vacation leave requests shall be granted unless, in the supervisor's opinion, it is impossible or impractical do so because of work schedules or emergencies. The supervisor shall make reasonable efforts to insure that a bargaining unit member, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation.

If a conflict in vacation requests arises, the supervisor shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

A bargaining unit member who has available unused vacation leave, and who because of provisions of this article would lose such vacation leave, shall have such vacation leave converted to sick leave.

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions) may be charged, unless the supervisor is otherwise notified by the bargaining unit member, to ~~holiday~~ compensatory time, personal leave, if any, then to vacation leave, if any.

8. Strike Article 23 (Union Proposal 8) and insert in place thereof:
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ARTICLE 23: TUITION DISCOUNT PROGRAMS

23.1 Tuition Credits at UMass campuses

Members of the bargaining unit shall receive tuition discounts in the form of tuition credits as described below; provided that, in the event of a conflict between this Article and current practice, current practice shall prevail.

I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the *Policy on Tuition Waivers* (T96-129) and codify and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. *See*, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. *See*, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

- (1) ***Dependent Child*** refers to a child of a University Employee or his or her Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall ***Dependent Child*** mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

- (2) **Continuing Education** refers to self-supporting, non-state-funded courses and programs as defined by a campus.
- (3) **Deceased University Employee** refers to a person who died while a University Employee.
- (4) **Part-time** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time). **However, for the purpose of this article 43-week employees are considered full-time.**
- (5) **Retired University Employee** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.
- (6) **Spouse** refers to an individual married to a University Employee.
- (7) **Student Charge** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; *provided* that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, **program** or activity or any charges for room, board or student health insurance. *See*, M.G.L. c.75, § 1B.
- (8) **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (a).
- (9) **University Employee** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include **not** employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

III. GENERAL PROVISIONS

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

- A. The Student Tuition Credits described in these Standards apply to all courses and programs offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, **the JD or any advanced law degree programs and courses** at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.

- B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
- C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.
- D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
- E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
- F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (*e.g.* the John and Abigail Adams Scholarship).
- G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours. ~~; provided that, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee.~~ It is required that the employee arrange to make up an equal amount of work time except in the case where there is a direct and immediate relationship between the course and the employee's work. In such case, a request may be made for "release" rather than "make-up" time. This request must be approved by the employee's supervisor and the campus Human Resources Office. Otherwise, the University Employee must use accrued vacation, compensatory or personal leave or, if necessary, arrange with his or her supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

- A. University Employees
 - 1. Current/Active University Employees
 - a. Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.

- b. Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.

2. Retired University Employees

A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.

2. Undergraduate Courses or Programs

- a. Current/Active University Employees with two (2) or more years of Full-time Equivalent (FTE) University Service **as of the first day of the semester for which the Student Tuition Credit is to be applied:**

A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to **60%** of the applicable tuition in a covered undergraduate course or program.

- b. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service **as of the first day of the semester for which the Student Tuition Credit is to be applied:**

A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees

A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to **60%** of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee’s death.

D. Spouses and Dependent Children of Retired University Employees

A Spouse or Dependent Child of a Retired University Employee who has begun a program of study prior to the official retirement date is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for the remainder of their program of study, provided that the program of study is continuous.

E. Spouses and Dependent Children of Terminated University Employees

A Spouse or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child, of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDIT

Current/Active University Employees ¹	
Graduate Courses or Programs	100%
Undergraduate Courses of Programs	100%
Retired University Employees ²	
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses or Programs	
University Employee w/ < 2 FTE Years of Service	15%
University Employee w/ 2+ FTE Years of Service	60%
Spouses and Dependent Children of Retired University Employees ³	
Spouses and Dependent Children of Deceased University Employees ⁴	
	60%

¹Part-time University Employees are eligible for up to seven (7) credits per semester.

²One (1) program of study.

³One (1) program of study; undergraduate only

⁴With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

23.2 Tuition Discounts for Continuing Education courses at UMass campuses

Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in Continuing Education programs or courses equal to fifty percent (50%) of the tuition.

23.3 Reporting Tuition Credit Usage at UMass campuses

The University is developing an operational report that will include the use of student tuition credits by UMass employees, spouses/domestic partners, and dependents, and upon request, will periodically (i.e. once per semester) share the results of that report with the union.

23.4 Tuition Remission

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984), incorporated into this agreement as Appendix XX.

9. Amend Article 31 (Union Proposal 6)
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- A. Strike Section 31.1(A)-(K) and (O) (Union Proposal 6) and insert in place thereof (Admin: 2/22/18, redrafted)

Section 31.1 Salary Increases

A. Definitions

- (1) The terms, “state tax revenues,” “budgeted revenues” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.
- (2) For the purposes of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

- B. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.

- C. **Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, if fiscal year 2018 tax revenues, as defined in paragraphs (1) and (2), above, equal or exceed \$27.072 billion, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.**
- D. **Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2018, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).**
- E. **Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2019, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).**

B. Strike Section 31.1 (O) (Union Proposal 6) and insert in place thereof (Admin: 2/22/18, as amended)

O. To be eligible for ~~the~~ any salary increase contained in this ~~paragraph~~ section, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the ~~paid~~ pay period during which the such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay; *provided* that, for any member of the bargaining unit who was on the payroll on or after January 1, 2018, for the salary increases effective in July 2017, the provisions contained in this paragraph shall be suspended.

[Renumber paragraphs in Section 31.1 accordingly]

C. Amend Article 31.2 (union Proposal 6) by inserting at the beginning (NEW):

The provisions contained in this section shall be suspended during the period July 1, 2017 through June 30, 2020.

10. Amend Article 39 (Union Proposal 15)
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A. Amend Section 39.6(E) (Union Proposal 15) as follows (Union: 11/30/17):

E. A member will receive compensation for authorized overtime work as follows:

- The member will be paid at his/her regular hourly rate of pay for all hours worked up to forty (40) hours in any given work week and eight (8) hours in any given work day.
- The member will be paid one and one-half times the regular hourly rate of pay (plus shift differential, if any) for all hours worked beyond forty (40) hours in any given work week and beyond eight (8) hours in any given work day.
- Upon the member's request and consistent with staffing and business needs, the department may authorize compensatory time off, calculated at one and one-half times the overtime hours worked beyond forty (40) hours in any given work week and beyond eight (8) hours in any given work day, in lieu of paid overtime. Such compensatory time must be recorded, **and** may be accumulated up to 240 hours, ~~and must be used within twelve (12) months.~~
- Members who have accrued the maximum amount of compensatory time shall be paid the hourly rate authorized for overtime work. Upon termination of employment, a member will be paid for all unused compensatory time at the member's final regular rate of pay.

B. Insert, following Section 39.12 (Union Proposal 15)(Union: 11/30/17):

Section 39.13 Emergency Closures

When the University is closed due to emergency situations such as a snowstorm or other circumstances, non-exempt employees designated as essential who are required to work, or non-exempt employees who volunteer and are approved to work, shall, at the employee's request, be compensated at the rate of two (2) times the regular rate of pay or receive the regular rate of pay and compensatory time for each hour worked.

Section 39.14 Call-Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and who is called back for unscheduled work prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate.

11. Amend Side Letter on Sick Leave and Vacation Accruals (Union Proposal 13) as follows:

SIDE LETTER: SICK LEAVE AND VACATION ACCRUALS

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system

for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015 2018 shall be implemented. **As of June 30, 2020, and for the duration of the agreement, for an employee who is not vested as of June 30, 2020, any sick leave payout on retirement will be limited to the maximum of 20% of 120 days.** For the duration of the agreement, the current vacation-leave terms will remain unchanged ~~for unit~~. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 agreement between the parties will continue ~~without any accrual caps~~.

12. Strike paragraph 1 in the Side Letter on Tuition and Fees

13. Insert the following Side Letter (Union Proposal 16) (TA: 12/14/17):

SIDE LETTER REOPENER OF ARTICLES 3 AND 4

If there is a change to federal labor laws or constitutional interpretation thereof, upon the union's request, the parties shall meet to renegotiate Articles 3 and/or 4.

14. Amend APPENDIX A as follows (Union Proposal 11)(TA: 2/22/18):

A. Amend *Statement of Purpose* as follows:

Statement of Purpose: The Sick Leave Bank was established under the provisions of the collective bargaining agreement (Article 20.2). It is intended to provide paid leave time to members who:

- are absent from work due to a non-work related injury or illness where there is a reasonable expectation, based on medical documentation, of the member returning to the position held at the time a medical leave due to the illness or injury began. The Sick Leave Bank is not intended as a substitute for Long-Term Disability Insurance protection.
- ~~need paid leave time until an approved application for Long Term Disability Insurance benefit becomes effective.~~
- are absent from work due to parental leave or serious illness of a family household member.

All bargaining unit members covered by the PSU/MTA agreements are members of the Sick Leave Bank on their campus. Contribution of time to the bank is not necessary in order to become a member. However, if the total number of days in the Amherst bank falls below 1,000, or if the total number of days in the Boston bank falls below 500, each full-time employee shall donate seven and a half (7.5) hours of sick leave to the bank. A regular part-time employee shall donate sick leave in the same proportion that her/his part-time service bears to full-time service.

The decisions of the Board are final and binding and not subject to any campus grievance or appeal procedure. Under normal circumstances, the Sick Leave Bank Board on each campus meets as needed, to consider outstanding applications.

B. Amend Section 1 as follows:

SECTION 1. FOR ILLNESS OF BARGAINING UNIT MEMBER

A. Eligibility

1. A member is eligible to apply for paid leave time from the bank upon their membership in the bargaining unit.
2. A member is eligible to apply for paid leave time from the Sick Leave Bank if there is a reasonable expectation, based on medical documentation, that the member will return to the position held at the time a medical leave due to the illness or injury began.
3. Before drawing days from the Sick Leave Bank, a member must use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall immediately be eligible to draw days from the Sick Leave Bank.
4. A member who is receiving income from Worker's Compensation benefits may not draw upon the Sick Leave Bank to supplement that compensation.
5. ~~A member who is eligible to receive Worker's Compensation benefits is not eligible for paid leave time from the Sick Leave Bank.~~
6. A member who is receiving **collecting regular (greater than the minimum)** benefits from an employer-sponsored a Long-Term Disability Insurance (LTDI) plan may not draw from the Sick Leave Bank to supplement ~~that~~ **those benefit benefits.**

A member may draw from the Sick Leave Bank to supplement Long-Term Disability Insurance (LTDI) payments so long as they are not collecting regular (greater than the minimum) LTDI benefits.

15. Amend APPENDIX B (Union Proposal 10):

A. Amend Section II(B)(ii), second paragraph (Union Proposal 10) as follows (Union: 1/25/18), reformatted):

Each position description is reviewed by the Department Head with the employee, to ensure that it is accurate and reflects the content of the position, the minimum qualifications and the working conditions. Use of the Position Description Worksheet is encouraged as part of the review process and, if used, should accompany the position description. If agreement is not reached on the position description, the employee must complete a Position Description Worksheet (Appendix #1) and submit it to the Manager of Total Compensation, together with the proposed position description, for analysis and evaluation. The results of this analysis and evaluation will be discussed with the Administrative Officer and subsequently communicated to the Department Head, whose responsibility it is to inform the employee of any change. Salary increases, ~~normally between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels~~ **normally between 6%-10% but not less than 6% for one grade level, 8%-12% but not less than 8% for two grade levels, 10%-14% but not less than 10% for three grade levels**, granted as a result of a Periodic Review, will be made effective the first Sunday following receipt of the request by the Division of Human Resources.

This new language is deemed effective July 1, 2017.

- B. Amend Section II(B)(iii), third paragraph (Union Proposal 10) as follows (Union: 1/25/18), reformatted):

Salary increases, ~~normally between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels~~ **normally between 6%-10% but not less than 6% for one grade level, 8%-12% but not less than 8% for two grade levels, 10%-14% but not less than 10% for three grade levels**, granted as a result of a Position Classification Review, will be made effective the first Sunday following receipt of the request by the Department of Human Resources.

This new language is deemed effective July 1, 2017.

- C. Amend Section IV(D)(1), first paragraph (Union Proposal 10) as follows (Union: 1/25/18), reformatted):

A professional employee whose current salary is below the minimum salary for the new position shall receive an increase at least to the minimum of the salary range, or between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels, whichever is greater. A professional employee whose current salary is at or above the minimum salary for the new position shall receive an increase **normally between 6%-10% but not less than 6% for one grade level, 8%-12% but not less than 8% for two grade levels, 10%-14% but not less than 10% for three grade levels** ~~normally between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels.~~

This new language is deemed effective July 1, 2017.

- D. Amend Section IV(G)(2) (Union Proposal 10) as follows (Union: 1/25/18), reformatted)::

An employee assuming a higher position in an acting capacity shall be eligible for an increase in salary to the starting rate of the range of the assumed position or an increase ~~normally between 6%-10% for one grade level, 8%-12% for two grade levels, 10%-14% for three grade levels~~ **normally between 6%-10% but not less than 6% for one grade level, 8%-12% but not less than 8% for two grade levels, 10%-14% but not less than 10% for three grade levels**, whichever is greater, if the assignment is for a period of at least 30 calendar days. The duration of the acting period should not exceed one year.

This new language is deemed effective July 1, 2017.

- E. Amend Section IV(D) (Union Proposal 10) by inserting the following after paragraph 1 (Union 1/25/18):

- 1. When a bargaining unit member successfully applies for a higher-graded position (including positions associated to a higher grade), their promotional increase as per IV.D.1 above shall be deemed an anomalous circumstance for the purpose of equity reviews (as per IV.H Equity Increases).**
- 2. In extraordinary circumstances and with approval by the union, a bargaining unit member successfully applying for a higher-graded position (including positions associated to a higher grade) may be offered a salary increase of less than 6% for one grade level, 8% for two grade levels, or 10% for three grade levels.**

This new language is deemed effective July 1, 2017.

16. Amend UMass Professional Staff Job Classification System (Union Proposal 9)

- A. Insert after page 14 (Union Proposal 9)(Union: 1/25/18):

XIII. Information Technology Skills

The Information Technology Skills element is used to assess the relative level of specialized knowledge related to Information Technology (IT), or the use of computers to analyze, communicate, manage or manipulate data.

Work may involve basic computer skills, including data entry, email, or the use of office productivity software. Weight: 0.

Work requires advanced knowledge of computer software and/or hardware; or web design skills, including markup, scripting, standards or web development platforms. Employee is expected to diagnose problems related to commonly used computer software and/or hardware; provide training; recommend technological solutions to resolve problems or improve efficiency; install or upgrade software and/or hardware. Excludes responsibilities for web content maintenance. Weight: 12.

Work requires specialized knowledge of information technologies; or the use of data mining, analytical or statistical software. Employee is expected to provide direct support, administration, maintenance and/or programming of IT systems, such as multi-user applications, databases, networking infrastructure, servers, websites or other IT components. Weight: 18.

Work requires expertise in the development and deployment of information systems, including network and data security and compliance. Employee is responsible for managing major aspects of information systems used across campus, including implementing new systems; reviewing, auditing, and/or upgrading systems and infrastructure and making recommendations for IT infrastructure and/or security. Weight: 24.

Employee is responsible for design and architecture of information technology on a campus-wide level. Weight: 30.

B. Modify current page 15 (Union Proposal 9) by inserting (Union: 1/25/18):

“Technological Skills” and weightings 0, 12, 18, 24, and 30.

C. Replace the current page 16 (Union Proposal 9) with the following (Union: 1/25/18):

<u>Level</u>		<u>UMA</u>	<u>UMB</u>
<u>Index</u>	<u>Range</u>	<u>Level</u>	<u>Level</u>
113	124	21	24
125	136	22	25
137	148	23	26
149	160	24	27
161	172	25	28
173	184	26	29
185	196	27	30
197	208	28	31
209	220	29	32
221	232	30	33

233	244	31	34
245	256	32	35
257	268	33	36
269	280	34	37
281	292	35	38
293	304	36	39
305	316	37	40
317	328	38	41

17. Re-Opener

If the University enters into an agreement covering any bargaining unit of University of Massachusetts faculty or staff covering the period July 1, 2017 through June 30, 2018 that includes general economic provisions that exceed those contained in this Agreement, the parties shall re-open negotiations for the purpose of negotiating such terms for inclusion in this Agreement.

During the negotiations which resulted in this Agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither shall be obligated to any additional collective bargaining.

Signed for the University:

Signed for the Professional Staff Union:

