

## MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter “University”) and PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA UNIT B (NON-EXEMPT SUPERVISORY UNIT) (hereinafter “Union”) and contains the following terms and conditions. The Parties have reached a tentative agreement on the terms of a successor agreement to their collective bargaining agreement, which covers the term July 1, 2014 through June 30, 2017. The purpose of this memorandum is to memorialize all of the agreements made by the parties in those negotiations. The parties agree that once this memorandum is ratified a successor agreement incorporating these changes will be prepared and executed. For the consideration of the mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

### ARTICLE 7 - WORKWEEK AND WORK SCHEDULE

#### Section 7.1 Definitions

- A. **Work assignment** – The work assigned to bargaining unit members by their supervisor.
- B. **Shift** – The hours of work of an employee. A second shift commences at 1:00 PM or after and ends no later than 2:00 AM. A third shift commences at 9:00 PM or after and normally ends no later than 9:00 AM, except those shifts beginning at 3:00 AM or 4:00 AM, particularly in the bakeshop shall be considered third shifts.
- C. **Work location** – The major work areas of the departments and employees covered by this Agreement. The following areas shall constitute work locations for employees covered by this agreement.
- D.
  - 1. Physical Plant Division
    - a. Alterations Dept.
    - b. Building Maintenance Dept.
    - c. Grounds Management Dept. (includes Landscape Mgt. & Custodial Srvs.)
    - d. Utilities & Engineering Dept.
  - 2. Residential Life
  - 3. Auxiliary Services
    - a. Bakery
    - b. Campus Center
    - c. Dining Services
    - d. Snack Bar and Munchies

4. Transportation Services Dept.
  - a. Parking Services
  - b. Transit Services
5. University Police Department
6. University Health Services
7. Campus Distribution Services

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

- E. **Transfer** – A movement of an employee between work locations.

ARTICLE 1  
RECOGNITION

Section 1.1

The Employer/University Administration agrees to voluntarily recognize, after posting as required by law and regulation, the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for full-time and regular part-time non-exempt supervisory bargaining unit members employed at the University of Massachusetts, Amherst Campus.

The unit includes the following working job titles:

<b>Job Title</b>	<b>Grade</b>
Assistant Manager	15
Assistant Food Manager	15
Chief Planner & Estimator	18
Control System Specialist	16
Custodial Area Supervisor	16
Farm Superintendent	16
Head Baker	13
Head of Grounds Services Section	16
Institutional Maintenance Foreman	17
Institutional Security Officer III	13
Maintenance Working Foreman	14
Motor Equipment Mechanic IV	16
Parking Control Officer III	12
Storekeeper III	13
Supervisor of Janitors	14

Supervisor of Accom. Services	12
Technical Assistant III (Educ.)	15
Technical Specialist II	16

Job grades are listed as reference, and are subject to bargaining and other changes as appropriate and agreed to by both parties.

The unit shall exclude all professional staff, faculty members, librarian's I-V, all other non-exempt employees, all managerial employees, all exempt employees employed in a confidential capacity, all casual and temporary employees and all other employees. Also excluded shall be persons in included titles who prior to January 1, 1999 occupied those titles and were covered by a Collective Bargaining Agreement.

*No further changes to Article 1.*

**ARTICLE 7 - Workweek and Work Schedule**

**Amend Section 7.7 Overtime as follows:**

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of (8) eight hours per day or (40) forty hours per week **of actual work, excluding paid sick and family sick leave.**
- B. An employee whose regular work week is less than forty (40) hours, shall be compensated at his/her regular rate for up to forty (40) hours of **actual work, excluding paid sick and family sick leave** per week that is in excess of his/her regular workweek.
- C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of (8) eight hours of actual work **excluding paid sick and family sick leave** in his/her regular workday except that an employee whose regular workday is more than (8) eight hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.
- D. The Chancellor shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.

*Add new section E and re-letter rest of article:*

- E. With the exception of paid sick and family sick time, all time for which an employee is on paid leave status shall be considered actual time worked for the purpose of calculating overtime. If sick leave is taken in a week of mandatory overtime, an employee may substitute alternate time (vacation, holiday compensatory or personal) up to three (3) days per year.**

**This provision shall take effect on January 1, 2016. The parties shall meet in the meantime to further bargain over the implementation of this language on that date, including with regards to such matter as mandatory overtime and substituting time.**

## **ARTICLE 7 - WORKWEEK AND WORK SCHEDULE**

Amend Section 7.17 by adding new second paragraph that reads as follows:

**If the campus is closed until midnight and then re-closed again the next morning, the University will be considered closed for the entire night.**

## **ARTICLE 8 – LEAVE**

Amend Article 8 – Section 8.1 by adding new subsection S to read as follows:

There shall be created a joint-labor management committee with the authority to research, design and bargain one or more employer sponsored systems to replace the current sick-leave system for bargaining unit members. For the duration of the Agreement, there shall be a 120 day cap on the accrual of sick leave for employees hired on or after January 1, 2015. If the committee fails to bargain a replacement, the current sick-leave system will continue without any accrual caps.

## **ARTICLE 8 – LEAVE**

### **Section 8.7 E –Parental Leave**

During the first ten (10) workdays of maternity or adoptive leave the employee shall receive his/her regular weekly salary. When eligible full time or part time employees and his/her eligible spouse are both employees of the University, they shall each be entitled to ten (10) days paid under the provisions of this Article.

In addition, up to (10) ten days of accumulated sick leave may be used for preadoption and pre-foster care or foster care related activities including placement of a foster child in an **employee's** home or appearance in court regarding a foster child.

## **ARTICLE 9 – VACATIONS**

Amend Article 9 by adding Section 9.19 to read as follow:

There shall be created a joint-labor management committee with the authority to research, design and bargain one or more-employer sponsored systems to replace the current vacation-leave system for bargaining unit members. For the duration of this Agreement, the current vacation-leave terms will remain unchanged. If the committee fails to bargain a replacement system, the current vacation leave system will continue without accrual caps.

## **ARTICLE 13 - PROMOTIONS AND FILLING OF VACANCIES**

### **Section 13.1.** Posting of Vacancies

- A. **The appointing authority is recognized as the sole authority to appoint an applicant to a vacant position. When the appointing authority determines that a vacancy is to be filled, it will be made public on a website designated for that purpose and through which applications shall be submitted. Bargaining unit employees who cannot use computers shall be provided a location at which they may use a computer to search job vacancies and make applications.**
- B. The notice of vacancy shall include the following:
1. Job title
  2. Grade and/or salary range
  3. Application closing date
  4. Department of Personnel Administration job specifications or location where such description can be obtained.
  5. If grant funded, the termination date, source of funding and length of funding, if known
  6. Hours and days of work (shifts).
  7. Notice of any written or practical test that may be required.
- C. All notices of vacancies at the University shall be posted in at least one (1) conspicuous place and other places customarily used for such purposes.
- D.. Any employee, seeking to be considered for any such vacant position, shall submit **an application through the designated website** in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates, for such vacant position, shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

### **Section 13.2.** Selection

**Vacant positions in the bargaining unit will be posted as internal campus job postings on the University's on-line applicant tracking system for a minimum of five (5) business days before being posted for external (off-campus) applicants. Applications submitted on-line by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered prior to interviewing any external applicants for the position.**

**Internal applicants may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to hold internal campus job postings if the written application form is received after the five (5) business day internal posting period.**

**Section 13.3** Criteria

- A. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment. Any employee, who applies for a lateral transfer, shall be subject to the same criteria and shall not be disadvantaged in comparison to/with employees seeking a promotion. A demotion shall be defined as an appointment to a position of a lower job grade. **Upon written request from an employee, (his/her) test results will be provided within five (5) days of the request.**
- B. The following criteria shall be used by the **Hiring Authority** in selecting a candidate to fill a vacancy.
- Each of the criteria will be applied to all candidates for a vacant position.
1. Ability to perform the requirements of the position.
  2. Work history and performance.
  3. Experience in related work.
  4. Education and/or training related to the position.
- C. If in the judgment of the **Hiring Authority** there are two (2) or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University.

**Section 13.4** Trial Period

- A. An employee, who is promoted or laterally appointed, shall serve a six (6) month trial period from the effective date of such promotion or lateral appointment. (Evaluations of the employee's work performance shall normally take place after three (3) months and after five (5) months).
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the **Supervisor**, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, s/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) formal grievance hearing held at a campus level.
- C. If the employee is not satisfied with the new position, s/he may elect to return to his/her former position within sixty (60) days after said new appointment.
- D. All appointments made pursuant to this section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment, pursuant

to this section, shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee, who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure, shall not be terminated, but shall return to his/her former position.

### **Section 13.5**

At the employee's written request, on the attached form (by-pass form), s/he will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, s/he may be accompanied by a representative designated by the Union. If the employee is not satisfied with the reason(s) for non-selection, s/he may file a grievance at the next higher level of the grievance procedure; provided, however, that there shall be at least one (1) formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non- selection.

### **Section 13.6** Extension of Seniority

In the case of institute, grant, or contract employees' seniority, for the purpose of applying for vacant positions, shall be extended three (3) months beyond the actual expiration date of the then current funding source.

### **Section 13.7** Reduction in Grade

Any employee, in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provision of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

### **Section 13.8**

Bargaining unit members may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision.

Measurement standards for course evaluation shall be determined by the trainer and conveyed to participant at the beginning of the course of instruction. The evaluation of the employee by the trainer shall be evidence of the employee's qualification in the supervisory area. The decision to enroll the employee in a supervisory training program is not grievable.

### **Section 13.9**

**The Employer shall provide the Union with a list of the names, requisition numbers and bargaining unit vs non bargaining unit status of employees hired into vacancies s described on this provision. This report shall happen approximately monthly.**

### **Article 30.2**

**B. An employee who is promoted, as defined in Article 13, shall move to the step in the new classification based on step for step. The anniversary date for such employees shall become the date of the promotion.**

New demotion language to read as follows:

**C.An employee who is voluntarily or involuntarily appointed to a position in a lower salary grade, shall be placed on the appropriate biweekly step rate in the lower salary grade that is as close to but not equal to or greater than the employee's biweekly step rate in their current position.**

## **ARTICLE 18 – TUITION REMISSION AND WAIVER**

**Unit A's agreed language.**

### **ARTICLE 28.7 Hearing Testing (New Section)**

The University agrees to provide base line hearing tests at no cost to unit members who have been identified by appropriate University health and safety officials and whose names are listed on the attached document over the course of the next year beginning with the funding of this Agreement by the state legislature. Once identified, the University will take the necessary steps to adequately protect the members and reduce the possibility of any further hearing loss. Subsequent to implementation, base line hearing tests will be conducted annually at no additional cost to the employee.

- The attached list represents current positions eligible for base line testing.
- Tests will be conducted by providers designated by the University.
- The University will not assume cost or liability for an employee(s) who elects to have base line testing performed elsewhere or by providers not designated by the University.

All Institutional Maintenance Foremen whose primary duty is not clerical

All Head of Grounds

All Motor Equipment Mechanic IVs

All Tech Assistant IIIs

Tech Specialist IIIs in Utilities and Facilities Services

## **ARTICLE – 30 - EMPLOYEE COMPENSATION**

Year 1

- A. Effective the first pay period in July 2014, all eligible bargaining unit members, who are on the payroll as of July 2014, shall receive a one and one-half percent (1.5%) base rate salary increase.

- B. Effective the first pay period January 2015, all eligible bargaining unit members, who are on the payroll as of January 2015, shall receive a one and one-half percent (1.5%) base rate salary increase.
- C. Effective December 31, 2014, 0.25 of 1% of the total salaries of all bargaining unit members shall be available to be applied to address specific operational needs, and shall not be applied across the board. A joint labor-management team will meet to bargain and agree to the distribution of these funds throughout the contract.

## YEAR 2

- A. Effective the first pay period in July 2015, eligible bargaining unit members who are on payroll as of July 2015, shall receive a one and one-half percent (1.5%) base rate salary increase.
- B. Effective the first pay period in January 2016, eligible bargaining unit members who are on payroll as of January 2016, shall receive a one and one-half percent (1.5%) base rate salary rate increase.
- C. Effective December 31, 2014, 0.25 of 1% of the total salaries of all bargaining unit members shall be available to be applied to address specific operational needs, and shall not be applied across the board. A joint labor-management team will meet to bargain and agree to the distribution of these funds throughout the contract.

## YEAR 3

- A. Effective the first pay period in July 2016, all eligible bargaining unit members who are on payroll as of July 2016, shall receive a one and one-half percent (1.5%) base rate salary increase.
- B. Effective the first pay period in January 2017, all eligible bargaining unit members who are on payroll as of January 2017, shall receive a one and one-half percent (1.5%) base rate salary increase.
- C. Effective December 31, 2016 0.25 of 1% of the total salaries of all members shall be available to be applied to address specific operational needs and may not be applied

across the board. The funds described in this section shall be applied to increase the employer's contribution to the Health and Welfare Trust by one dollar and fifty (\$1.50) cents. However a labor-management discussion will occur prior to December 31, 2016 to discuss the possibility of another amount be contributed starting on this date.

A joint labor management committee consisting of equal numbers of Management and Union representatives shall meet to bargain and agree upon the distribution of the balance of the funds described above throughout the life of the Agreement.

All economic changes shall be effective on the first Sunday following the date denominated except when the date denominated is a Sunday, in which case they shall be effective on that date.

**New Sideletter** to read as follows:

**Institutional Maintenance Foremen (IMFs) will be reallocated to Grade 18 effective July 1, 2015.**

New

- Attach as Appendix A, the PSU-A Sick Leave Bank Guidelines, as amended in the Unit A negotiations.

**Article 22.3, E, Step 5, #3**

The Union and the Employer shall select an arbitrator from the following panel:

Gary Altman,

**Richard Boulanger.**

**Diane Cochran,**

Richard Higgins,

Sharon Henderson Ellis,

Marcia Saylor,

Roberta Golick,

Ann Gosline,

Michael Ryan

and Gary Wooters.

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

*In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures below:*

**For PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS ASSOCIATION,  
UNIT B**

\_\_\_\_\_  
JoAnne Martone, Co-Chair PSU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maura Sweeney, MTA Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Bruffee, Negotiating Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Hartwright, Negotiating Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Schafer, Negotiating Team Member

\_\_\_\_\_  
Date

**For the: UNIVERSITY OF MASSACHUSETTS AMHERST**

\_\_\_\_\_  
Margaret March, Negotiating Team Member

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Shara Denson, Negotiating Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don R. Teres  
Labor Relations Specialist

\_\_\_\_\_  
Date

