

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR CONTRACT FOR THE PERIOD 7/1/2014-6/30/2017
BETWEEN THE
BOARD OF TRUSTEES OF THE UNIVERSITY OF MASSACHUSETTS
&
THE MAINTENANCE AND TRADES UNIT/MTA/NEA

This memorandum of agreement on the terms of a successor collective bargaining agreement to their contract covering the period July 1, 2012, through June 30, 2014, is by and between the Board of Trustees of the University of Massachusetts (hereinafter University) and the Maintenance and Trade Unit/Massachusetts Teachers Association/NEA (and hereinafter Union). This new agreement covers the period July 1, 2014, through June 30, 2017, and the memorandum lists those revisions for the period July 1, 2014, through June 30, 2017. Otherwise, the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties will as promptly as feasible incorporate the agreements listed in this memorandum into a complete agreement. The parties have agreed to the following changes, subject to ratification by the bargaining unit:

Article 1

1. Replace "in Attachment A" with "below"
2. In the third paragraph, add the underlined phrase: Should any new classification(s) (titles) for classified employees be added to the workforce, the Employer shall notify the Union and the Local of such new classification(s) (titles)."
3. In paragraph 4, remove the phrase, "with the exception of the 2nd Class Power Plant Engineer should such position be posted in another bargaining unit," and remove the position title "2nd Class Power Plant Engineer," the related footnote and its associated grade "reserved" from the chart listing unit positions.
1. In the chart listing position titles and associated grades, add the following grades in place of the current "Reserved:" Maintainer III = grade 13 and HVAC II = grade 20. The following positions will have the following grade with an asterisk: Electrician II = grade 20*, Plumber II = grade 20*; Carpenter II = grade 17*. The asterisk would have the following text: Position currently not utilized, grade reflects anticipated grade level for position should employer determine future need for position.

Article 5

Add the word "Designated" before the words "Union staff representatives" at the beginning of Section 1.

Change "CEO" to "Associate Vice Chancellor or designee."

In Section 5, change "Step 2 hearing" to "Step 2 meeting."

Section 7 change "fraction" to "faction"

Rewrite Section 8(A) as follows:

- A. The Employer will provide the following information electronically on a monthly basis:
 1. A list of employees in the bargaining unit to include each employee's: date of hire in the bargaining unit; date of employment with the University; classification title, grade and step, and their directory information, including home address and telephone number among other information currently provided as part of the monthly report.
 2. A list of bargaining unit members separated from work, either through termination, layoff, or resignation, with the employee's name, classification title, and reason for the separation of employment.
- B. The Employer will provide the name, title, and directory information for new members of the bargaining unit within 14 days of employment.
- C. The Employer will provide the names of all employees who withdrew checkoff authorization within two months of such withdrawal.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Eliminate existing Section 8(B)

Article 7

Workweek and Work Schedules

Section 1. Workweek/Work Schedule

Except as otherwise specified in this Agreement, the regular hours of work for full- time employees shall be forty hours per week excluding meal periods. Except as provided below, the customary workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive. All employees in continuous operation shall receive two consecutive days off in each seven-day period.

- A. The work schedule, both starting times and quitting times, of employees shall be made available to each individual employee and the Union upon request.
- B. Each employee shall be required to record his/her attendance in accordance with the procedure established by the Employer. Thirty (30) days prior to any change in the existing method of recording attendance, the Employer will notify the Union in writing of such change and will meet and confer with the Union to discuss such change, in accordance with the provisions of M.G.L. Chapter 150E.
- C. Except as provided herein, the meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee.
- D. Employees shall be granted two fifteen minute rest periods per work day of at least 7 1/2 hours, but separate from the meal period.

Section 2. Change in Work Schedule.

- A. When the Employer desires to change the regular work schedule of an employee(s), the following shall apply:

The Employer shall give the affected employee(s) at least twenty-one (21) consecutive calendar days (inclusive of weekends and holidays) written notice if reassignment involves a shift change of an hour or over and seven (7) consecutive days if less than an hour, except in the case of documented emergencies involving the protection of the property of the employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.

Where not all employees sharing a job title shall be given a new schedule, volunteers in the same job title shall be sought for the new work schedule. Should no appropriately classified unit member volunteer for placement on the new work schedule, unit employees shall be assigned to the new schedule by reverse seniority within the given job classification.

Regardless of seniority, no person shall be required to switch shift schedules more than once every six months under this subsection. Should there be a documented emergency necessitating less notice or an immediate change to a schedule, upon resolution of the emergency, volunteers shall be sought as above. Following the written notice, the parties may mutually agree to shorten the twenty-one (21) days.

- B. The majority of bargaining unit work shifts shall continue to be performed during the customary workweek, i.e. Monday through Friday. Where the University establishes routine weekend work as

continuous operations, the following process shall be initiated:

1. Continuous routine weekend work schedules (including starting and quitting times and specific work days) shall be made available for the position(s) in advance;
2. Volunteers shall be sought on a seniority basis from unit members within the designated title, however, no unit members, employed by the University as of July 1, 2012, will be required to accept a regular work schedule which requires working either or both Saturday or Sunday;
3. If there are not sufficient volunteers from the bargaining unit workforce forthcoming, management may require employees hired after July 1, 2012, to work such tours of duty and shifts based on reverse seniority in the designated job title;
4. The work schedule for supervisory level positions will be established by the University based on operational needs and may include either or both Saturday and Sunday
5. For non-supervisory positions, shifts shall include either a Saturday or a Sunday as a day off, although this does not preclude the University from posting weekend shifts for volunteers within the unit, that include both weekend days. If there are no volunteers for shifts that include both weekend days, these positions may be posted externally or the Employer may require employees hired after January 1, 2015, to work such tours of duty and shifts based on reverse seniority in the designated job title.
6. Positions that are established to incorporate a Saturday and/or Sunday tour of duty shall be primarily focused on meeting the staffing needs to accomplish the routine operational needs of the University. The determination of staffing levels for this routine work typically does not include additional staffing needed related to special events, call backs due to emergencies, weather-related or large scale clean up, and projects.

C. NO CHANGE

Section 3. Overtime

- A. NO CHANGE
- B. CEO to Associate Vice Chancellor of the designated area
- C. No change
- D. NO CHANGE
- E. Overtime payments shall be issued no later than the next payroll period following the payroll period of the overtime worked.
- F. NO CHANGE
- G. The provisions of this Section shall not apply to employees on full travel status.
- H. Insert: where no employee can be found to perform overtime work, "the University" shall

Section 4. Callback

Insert: []after completing work on his/her regular shift "that" is called back to work

Section 5. Shift Differential

- A. Employees whose entire regular work day is on the second shift (commencing at 1:00 PM or after and ends no later than 2:00 AM) shall receive a shift differential of one dollar (\$1.00) per hour for each hour worked. Upon ratification of this agreement, this amount shall increase to one dollar and twenty cents (\$1.20) per hour for each hour worked.

Employees whose entire regular work day is on a third shift (commencing at 9:00 PM or after and ends no later than 9:00 AM) shall receive a shift differential of one dollar, twenty-five cents (\$1.25) per hour for each full hour worked. Upon ratification of this agreement, this amount shall increase to one dollar and forty-five cents (\$1.45) per hour for each full hour worked.

Employees whose entire regular shift starts at or after 1:00 PM on Friday and finishing at or before 9:00 AM on Monday shall receive a shift differential of one dollar, seventy-five cents (\$1.75) for each full hour worked.

In addition, employees rendering service on Christmas Day, New Year's Day, Memorial Day, or Thanksgiving Day shall receive a shift differential of one dollar (\$1.50) per hour for each hour worked.

There shall be no pyramiding of shift differential.

B. The above hourly shift differential(s) shall be paid in addition to regular rate of pay for eligible employees when their entire workday is on a second or third shift.

Employees who are required to replace a worker who normally works a second or third shift or any portion thereof on an overtime basis, will receive an hourly differential pursuant to paragraph A of this section.

C. Strike "as governed by paragraph C of this section."

Section 6. Essential Personnel

On an annual basis, the University shall designate the number of Essential Personnel per classification it deems necessary to allow the University to resume or sustain normal business operations as a result of inclement weather or other emergency. Bargaining unit members shall be given adequate time to volunteer to become Essential Personnel and shall be given very clear notice of their expected duties and obligations as "Essential Personnel." Bargaining Unit members shall sign themselves up for slots on the essential personnel list in seniority order within their given classification. Where there are more volunteers than needed to fill limited positions in the classification, the volunteers agree to a rotation of essential personnel duties. The Union shall receive copies of all Essential Personnel lists at the time of completion as well as any updates on a timely basis.

During University closings or delayed openings due to inclement weather or other emergencies, only Essential Personnel shall be required to come into work during their normal shift and perform their regular duties as needed to allow the University to resume or sustain normal business operations. The University will determine the type (e.g. shift, classification, job type), if any, of essential personnel that will report, remain or be called back to work. Essential Personnel must use their own accrued personal, vacation or compensatory time if they do not come into work as directed.

In the event that the University requires more than 8 hours of work to resume or sustain normal business operations, Essential Personnel may be asked to volunteer to work up to a maximum of four additional hours; such volunteers shall be solicited in seniority order typically within a work area.

If a sufficient number of volunteers from a classification are not available, the Employer may require the appropriate number of Essential Personnel from the appropriate classification using reverse seniority to work for up to four additional hours beyond the regular shift.

In no event shall Essential Personnel be required to work more than 12 hours in a shift, or four more than their regular shift, though volunteers may be solicited by the Employer or bargaining unit supervisors to work beyond the 12 hours.

In addition to earning up to eight (8) hours compensatory time for when the University is closed or there is a delayed opening during their shift, essential personnel shall be compensated at time and a half for actual time worked.

If additional personnel are needed to meet operational needs during time the University is closed or there is a delayed opening due to weather or other emergency, the Employer may request non-essential personnel on a seniority basis to work and such personnel will be paid at time and a half their regular hourly rate for hours worked (i.e. no compensatory time).

During University closings or delayed openings due to inclement weather or other emergencies, employees assigned to the boiler plants will be paid double their regular hourly rate for hours worked, such employees shall not be eligible to earn compensatory time.

Article 8

Change CEO to Associate Vice Chancellor (Section 1C).

Delete the last sentence in Section 1(D) ["This provision...Information System."]

Change the first sentence in Section 1(K) to read: "Notification of absences under this Article must be given to the designated representative of the Employer as early as possible for each absence, in no event shall notice be communicated later than one half hour before the start of the scheduled workday unless expressly relieved of such obligation or incapable of doing so."

Delete Section 1(O) and renumber 1(P) to 1(O).

Change Section 1(P) (new Section 1(O)) to read:

P. Employees with at least one year of employment are eligible to cash in their annual unused sick leave credits, up to a maximum of six (6) days, as outlined in the table below: [Maintain table]

To be eligible for the cash-in program, as noted above, an employee may not have unexcused tardiness for more than 5% of their work days. Employees must maintain a sick accrual balance of a minimum of ten (10) days after cash-in. Employees seeking to cash in unused sick leave credits shall use the form attached to this Agreement as Appendix F.

Change first sentence in Section 2 (Personal Leave) to read:

On the first payroll of the new calendar year, full-time employees shall be credited with eight (8) paid personal leave days, which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member. To the extent practicable, requests for such leave shall be provided in advance so as to allow for consideration of work schedules and the University calendar and approved by the supervisor.

Change the fourth sentence in Section 2 to read:

Personal leave days for part-time employees will be granted on a pro-rata basis based on scheduled hours.

Change the last paragraph of Section 3 (Bereavement Leave) to read:

In the event that the internment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer up to three (3) consecutive working days to attend such internment or memorial service to the later date. Such request shall be made at the time of notification to the Employer of the death of one of the above named relatives. Requests for both leave and for deferring leave time to a later date shall not be unreasonably denied.

Change the last sentence in Section 7 (Family and Medical Leave Act) to read: “The parties agree to meet by October 1, 2016, to review the policies and practices related to FMLA and Domestic Violence Leave pending the issuance of policy on Domestic Violence Leave from President’s office.”

Article 9

Delete the first word in section 1(A) (“Beginning”).

Delete the last sentence in section 4 (“This provision ... Information System”).

Change section 6 to read:

The Employer shall grant vacation leave within twelve (12) months after it is credited; unless in the Department head or his/her designee’s opinion it is impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than sixty (60) days of vacation leave credit. Requests for such leave shall be provided in advance so as to allow for consideration of work schedules and the University calendar to determine whether or not such leave request may be granted.

Delete the following phrase from Section 7: “(or for personal reason not provided for under said leave provisions).”

Article 12 Attached

Article 14

Health and welfare—The parties agree to raise the weekly per employee contributions to the appropriate health and welfare fund by the amount required by the fund, but no more than fifty cents (\$0.50) for each year of the three years of the contract. The funds shall come from the pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit in Article 40 of this agreement.

Article 15: Attached (as proposed June 26, 2014)

Article 16

Insert: “unless otherwise provided for in this agreement.” to section 3.

Article 17

Promotions and Filling of Vacancies

Section 1. Posting of Vacancies

A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted for not less than seven (7) working days. The Employer agrees to post to the best of their ability all anticipated vacancies, i.e. retirements, thirty (30) days prior to when the vacancy occurs.

B. The notice of vacancy shall include at least the following:

1. The Official Job Title
2. Wage Grade with the Salary Range
3. Application Closing Date
4. A description of duties, qualifications, shift, and operational needs.
5. Notice of any Selective Certification Restrictions.
6. Notice that only internal (MTA—Maintenance and Trades Bargaining Union) candidates will be considered within the first ten (10) working days of the posting.

C. Any employee seeking to be considered for any such vacant position shall submit an electronic application and any requested additional information in accordance with the University procedures and within the time limits prescribed in such notice.

Section 3. Criteria

A. NO CHANGE

B. The University in determining selection for bargaining unit positions shall use a combination of the following factors:

1. Demonstrated ability to successfully do the job upon selection as determined by:

A. Experience and competence in the same or related work;

B. Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed. No time filling a position on a “working out of class” basis may be allowed for this purpose.

2. Work History, which will include evaluations, tardiness, absenteeism, and relevant disciplinary actions.

3. Classification Seniority

Section 4. NO CHANGE

Section 5. Sections 1 and 3 shall be subject to the Grievance Procedure set forth in Article 29.

Article 19

Change the word “official” to “Commonwealth”

Article 21

Add the following new sentence to the end of Section 1(A): “In the event of a determination by the employer that a layoff is necessary, the Employer shall have the right to identify the number of affected positions, by classification and job type.”

Clarify in Section 1(B) that the first and last reference to days are “calendar” days.

Section 1 (B) change “affected employee” to “affected employees”

Change the second sentence in Section 2 to read: “The Employer shall appoint employees on the recall roster, prior to the appointment of any other applicant, to vacant positions that are authorized to be filled in the unit for which the laid off or displaced employees meet the minimum entrance requirements of the position.”

Article 23

Section 1 and 2 Change “Institution” and “administration” to University.

Article 24 NO CHANGE

Article 25

Retitle the article “Safety and Training”

Move the last sentence in Section 2 referencing grievances to a new Section 6.

Change Section 5 to read as follows:

The employer shall provide professional development training activities for members, subject to advance approval from the manager of their work area. Members may appeal any denial of such training to the Associate Vice Chancellor for their work area whose decision shall be final.

Article 27 Paragraph 3, first sentence, change to “the Sick Leave Bank shall be administered by a joint Union-Management committee with equal representation of Union and Management members.”

Article 36 Parking

The annual parking rates for unit employees shall increase to \$250 as of September 1, 2014.

The annual parking rates for unit employees shall increase to \$300 as of September 1, 2015.
The annual parking rates for unit employees shall increase to \$350 as of September 1, 2016.
No increase to parking shall take place until salary increases are received by unit employees.
Condition upon receipt of funding of the 0.25% pool in Article 40, employees in the unit shall receive stipends to help offset the costs of parking increases as follows:
In the first pay period of January 2015, employees under grade 14 shall receive a stipend of \$30.
In the first pay period of January 2016, employees under grade 14 shall receive a stipend of \$70.
In the first pay period of January 2017, employees under grade 14 shall receive a stipend of \$90.
In the first pay period of January 2015, employees grade 14 or over shall receive a stipend of \$20.
In the first pay period of January 2016, employees grade 14 or over shall receive a stipend of \$50.
In the first pay period of January 2017, employees grade 14 or over shall receive a stipend of \$65.
To the extent that additional funds are available in Article 40, the parties may mutually agree to supplement the above increases.

Article 37

Uniforms

A. Add: Appropriate "safety" footwear

Article 40

Replace the language in this article with language about the ¼% pool.

One-quarter of one percent (.25%) of the unit payroll as of each preceding June 30th to be applied to address specific bargaining unit needs as provided for in this agreement (i.e. health and welfare contributions and parking stipends). It may not be applied across-the-board. For the period January – June 2015, this amount will be equivalent to .25% of half of the fiscal year total payroll for the unit. For subsequent years of the contract, this amount shall be equivalent to a .25% of a full fiscal year of total payroll for the unit each year. If the total amount of funding available for this pool as determined by the amount allocated to the University by the state for this purpose is different than stated above, the parties agree that the full amount made available will be expended by agreement of the parties.

Article 42

This Agreement shall be for the three (3) year period from July 1, 2014, through June 30, 2017, and terms herein shall become effective on the date of its execution by the parties, unless otherwise specified. The parties agree to meet on or before Monday, January 9, 2017, to commence negotiations for a subsequent agreement unless there is mutual agreement by the parties to change this date. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

Appendix A

Add signature line for non-unit supervisor

Appendix B

Strike

Appendix D.

Change to read:

Bargaining unit members, except those who work a “straight eight”, may request the opportunity to work through their lunch period and extend their workday to eight and one-half (8.5) hours to address workload issues. Such requests shall be made to the individual’s immediate supervisor and approved by the Associate Vice-Chancellor for Facilities or designee. Such requests shall not be unreasonably denied and shall not be subject to the grievance procedure.

Appendix E

Strike

Side Letters:

Housekeeping Clause

The Parties, by mutual agreement, shall correct typographical errors, outdated titles or names, and other housekeeping items, including changes agreed to in Articles 3.

Vacation and Leave

The parties agree to meet within ninety days of ratification to review and bargain any substantive change to leave request forms.

Sick Leave Bank

The parties agree that, effective upon ratification of this agreement there shall be equal labor and management representation on the Sick Leave Bank. The parties also agree that a bank member need not exhaust all of their paid vacation/leave prior to utilizing the bank. The parties agree to meet within ninety days of ratification to commence further bargaining to agreement on a comprehensive Sick Leave Bank article to replace the current Article 27 Sick Leave Bank language that incorporates the above two agreements on representation and exhaustion of leave.

Light Duty

The parties agree to meet within ninety days of ratification to continue discussions on a pilot Light Duty Program.

Sick and Vacation Leave 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, shall be implemented. For the duration of the agreement, the current vacation-leave terms will remain unchanged except as expressly provided for in this agreement. 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 collective bargaining agreement between the parties will continue without any change in accrual caps. To the extent there is an established practice, all accrued vacation days over the 60 shall continue to roll over into sick leave days.

Uniforms

The employer will meet and confer with the union prior to implementation of the seasonal uniform schedule.

ARTICLE 12

EMPLOYEE COMPENSATION

Section 1. Annual Salary Rate Increases

The following general salary increases shall apply to all bargaining unit members.

1. Effective the first payroll period of July 2014 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
2. Effective the first pay period of January 2015 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful " on his/her most recent performance evaluation.
3. Effective the first pay period of July 2015 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful " or future equivalent reference on his/her most recent performance evaluation.
4. Effective the first pay period of January 2016 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" " or future equivalent reference on his/her most recent performance evaluation.
5. Effective the first pay period of July 2016 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful Performance" or future equivalent reference on his/her most recent performance evaluation.
6. Effective the first pay period of January 2017 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful Performance" or future equivalent reference on his/her most recent performance evaluation.

Section 2. Employees who do not receive at least a "Successful " rating on the annual evaluation shall not be eligible to receive salary increases provided in Section 1 of this Article, nor any step increases provided. Employees who receive a "Need Improvement" or "Unsatisfactory" rating will have their performance reviewed in accordance with Article 24 of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a "Solid Performance" or subsequent equivalent rating.

Section 3. The salary rate for an employee hired, reinstated, or reemployed on or after July 1, 2001, shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

Section 4.

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless the CEO or his/her designee denies him such step rate. Except as provided below an employee shall progress from one step to the next higher step after each fifty two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determine within this Article. Effective July 1, 2001 the date for step rate increases of all unit members who will proceed to Step 13 during Fiscal Year 2002, shall be January 1, 2002 and annually thereafter.

B. In the event an employee is denied a step rate increase by his/her Supervisor or his/her designee, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

C. Whenever an employee paid in accordance with the salary schedules provided in this agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

1. Determine the employee's salary rate at his/her current job group;
2. For each grade increase which results due to a promotion or reallocation, multiply the employee's current salary by two and one half percent (2.5%) per grade increase, i.e. a one grade promotion @ 2.5%; a two grade promotion @ 5%; a three grade promotion @7.5%, etc.
3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group, which at least equals the resultant amount.

Section 5. General Provisions

A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rates for their official job classification.

Section 6. A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 7.

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.

B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 4, paragraph C.

C. An employee entering a position within a bargaining unit covered by this agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 8. The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired, or transferred out of the bargaining unit (but remained in the employ of the employer) during the period between July 5, 2014, and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit.

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

University of Massachusetts

Robert Caret, University President

Dated: _____


Michael C. Rutherford, Director of Employee and Labor Relations

Dated: 12/22/14

Maintenance and Trades Unit/Massachusetts Teachers Association/NEA


Henry Cornu, President

Dated: 12/22/14


Miles B. Stern, MTA Field Representative

Dated: 12/22/14