

Memorandum of Agreement  
Successor Collective Bargaining Agreement  
University of Massachusetts and Grant and Contract Funded Employees/Massachusetts Teachers  
Association  
July 1, 2014 – June 30, 2017

This agreement is between the Board of Trustees of the University of Massachusetts (hereinafter "University") and the Grant and Contract Funded Employees Associated with the Massachusetts Teachers Association, LR3 (hereinafter "Union"), collectively the "parties" and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period July 1, 2012 through June 30, 2014. This agreement covers the term July 1, 2014 through June 30, 2017. The parties will as promptly as feasible incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions made for the July 1, 2014 through June 30, 2017 agreement otherwise the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties have agreed to the following changes:

**Article 7**  
**Grievance and Arbitration Procedure**  
Insert:

If any member or members of the bargaining unit shall initiate a complaint in any administrative or judicial forum to include but not limited to the Massachusetts Commission Against Discrimination (MCAD) or Equal Employment Opportunity Commission (EEOC) but excluding the Department of Labor Relations (DLR) and such complaint relates to any matter that is the subject of a grievance in which such member or members is or are the grievant, the grievance shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

**Article 15**  
**Annual Evaluation of Bargaining Unit Members**

~~The University will meet with the union to bargain the implementation of a revised performance appraisal form and process. The parties shall mutually agree to any such revisions prior to implementing or utilizing any new form or process for the bargaining unit. A simplified version of such form and process may be used for the trial period associated with the promotion process.~~

**Section 15.1**

Each bargaining unit member shall receive from the Principal Investigator or his/her designee, on an annual basis, an evaluation of his/her work performance. Such evaluation shall occur for all unit members at a time or times as established by the Program herein. ~~It is agreed that~~ the purpose of such evaluation process is to establish work standards, goals, and objectives, to provide feedback relative to the employee's performance, and to serve as a basis future personnel actions including, but not limited to, promotions, salary increases, training and development opportunities, and discipline.

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The University maintains the right to periodically revise the program based upon the operational needs of the University. The parties shall bargain any substantive changes to the evaluation program. The University will provide one-month written notice prior to implementation of any change.

**Section 15.2**

Such evaluation shall be recorded in writing on a form ~~as agreed to by the parties established below.~~ The bargaining unit member shall meet with his/her supervisor to discuss the evaluation and have the right to respond in writing to the substance of the evaluation and to have those comments attached to the evaluation in his/her personnel file.

**Section 15.3**

A. Each bargaining unit member shall receive a copy of his/her evaluation. If the employee is likely to receive a rating that is less than "successful" or a subsequent equivalent rating ~~"less than solid performance"~~ evaluation, the supervisor shall notify the employee in writing what steps must be taken and in what time frame they should be taken in order for the employee to receive a satisfactory evaluation. Under normal circumstance the period of time to correct cited problems should not exceed one hundred eighty (180) days. Notice of an impending ~~"less than "successful"~~ satisfactory evaluation shall be given, except where it is impracticable or unreasonable to do so, not less than sixty (60) days before the evaluation would normally be done.

To be eligible to receive any salary increase (e.g. across the board or merit) a bargaining unit member must receive at least a "successful" performance evaluation rating.

B. Upon receipt of a ~~"less than "successful"~~ solid performance evaluation, the employee shall receive a plan on how to achieve a "successful satisfactory" rating. The employee and manager shall meet to develop a plan on how to achieve a successful rating in accordance with the Performance Management Program. The supervisor and the employee shall agree upon a reevaluation period of up to ~~ninety (90) one hundred eighty (180)~~ days in length. The employee shall be evaluated at the end of this reevaluation period. If the employee receives a satisfactory evaluation at that time, he/she shall be eligible for any denied salary increase effective on the date of the satisfactory evaluation.

**Section 15.5**

~~For purposes of establishing an initial evaluation for all unit members who may be eligible for merit or cost of living salary increases, the parties agree to utilize a narrative style of evaluation which will address the bargaining unit member's expectations and the PL's assessment of each member's performance for the period of time ending June 30, 2004.~~

**Section 15.6**

~~A. The Labor Management Committee or a subcommittee thereof shall meet within sixty (60) days of the execution of this agreement to establish an annual performance evaluation process and form.~~

~~B. Until such time as the parties have reached agreement the method of evaluating bargaining unit members described in Section 15.5 shall continue in effect.~~

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**Article 18**  
**Unpaid Leaves**

**Section 18.5 General Provisions for Unpaid Leaves**

C. Leaves of absence under this Article, except for those under Section 18.1, shall be available to a bargaining unit member after he or she completes his or her probationary period three (3) months of employment as a bargaining unit member. This provision does not apply to military leave.

**Article 19**  
**Paid Leaves**

**Section 19.1 Sick Leave**

A. Total of twelve (12) sick days per year.

L. Bargaining unit members whose service with the Employer/University Administration is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Bargaining unit members who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. Employees hired after July 1, 2015, shall be paid twenty percent (20%) of the value of unused sick leave credits up to 120 days of accrual balance, i.e. 24 days. It is understood that any such payment will not change the bargaining unit member's pension benefits. The estate of a bargaining unit member who deceases shall be paid twenty (20) percent of the value of his/her unused accrued sick leave at the time of death.

O. [Insert at end of section] Parties to meet in Labor Management to discuss modification of forms and process to increase efficient implementation of provision.

**Section 19.2 Sick Leave Bank**

The Appointing Authority agrees to a Sick Leave Bank to be used by employees that have completed his or her probationary period in case of catastrophic illness or injury to the employee. The sick days in the bank shall be contributed by members of the Unit during an established annual open enrollment period not to exceed 30 days. The Union must provide to the University, within 30 days following the end of the open enrollment period, a list of members eligible for the sick leave bank, the donation amount of each employee (a minimum of one sick day donation is required), as well as an authorization from each member to deduct at least one sick day from the members sick leave balance. The sick leave bank shall not be administered unless the above information is timely submitted to the University.

Employees must use all paid personal, compensatory and sick leave and all but 5 days of vacation leave before applying to draw on the Sick Leave Bank. Employees must have contributed to the Bank during the applicable annual open enrollment period if they wish to become members and access the sick leave bank, and must provide sufficient medical documentation to warrant medical leave. Employees are eligible for an initial maximum withdrawal of sixty days and shall not accrue any leave credits while on such leave. Any withdrawal beyond the sixty days is subject to review and approval by the sick leave bank committee and shall not exceed a total of 180 days (to include

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the sixty days).

A. The University will donate one (1) day per FTE into a Sick Leave Bank for this bargaining unit on July 1 of every year. Members may donate additional time to the bank from their accrued sick leave at any time.

B. Membership in the bank will be automatic for all unit members.

**Section 19.3 Paid Personal Leave Days**

Except as noted below, on the first payroll of the new calendar year, full-time bargaining unit members shall be credited with ten eight (108) 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 and approved by the supervisor.

In lieu of the Suffolk County Holidays, each unit member shall be entitled to two (2) additional personal leave days. The schedule for awarding Personal Days for individuals, who start after January 1, shall be credited with Personal Days in accordance with the schedule below:

**Article 21  
Vacation**

**Section 21.1**

Beginning at the end of the first full payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time bargaining unit members at the end of each payroll month of employment, as follows:

Three hundred (300) months (25 years)	2 ½ days per month
or more in service of the Commonwealth	(total of 30 days per year)
<u>as of June 30, 2017</u>	

**Section 21.3**

B. Vacation leave shall accrue and shall be credited on a bi-weekly basis consistent with the bi-weekly payroll protocol based on the employee's full-time equivalent status for all paid time for the payroll period and shall be available for use the following pay period. Vacation leave accrued during any payroll month shall be credited on the last day of the payroll month based on the bargaining unit member's full-time equivalent status on that date and shall be available for use the following day.

**Section 21.4 Vacation Buy-Out**

[Insert] Parties to meet in Labor Management to discuss modification of forms and process to increase efficient implementation of provision.

**Article 22  
Tuition Remission  
(Insert Attached)**

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## **Article 23 Health and Welfare**

### **Section 23.2 B. Funding**

The Employer agrees to contribute on behalf of each full-time equivalent employee, an additional \$.50 per calendar week to the Health and Welfare Fund in each year of the contract. Payments shall be deducted from the Discretionary Spending Account.

## **Article 25 Payroll Systems**

### **Section 25.1**

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. The Union agrees that there may be changes to current business practices, procedures and functions as a result. To ensure that the changes required by these systems (e.g. the change from a weekly to a biweekly payroll system), are introduced and implemented in the most effective and humane manner, the University and the Union will establish a special labor-management committee made up of an equal number of union and management representatives which shall be the sole forum to discuss the impact to the bargaining unit arising from the implementation of the systems. Nothing in this article is meant to waive any other provisions in this Agreement.

### **Section 25.2**

The University and the Union agree that the University may require that a

All employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee (subject to the capacity of the payroll system).

## **Article 26 Salary Administration/Classification Program**

The parties mutually agree to establish an advisory committee comprised of Unit and Non-Unit staff, whose charge will be to participate and to make recommendations related to the design of and implementation of a standardized position classification system and career ladder program. Further the employer and the union agree to establish a committee with two (2) representatives of each party to bargain the implementation of a standardized position classification system and career ladder program for bargaining unit members.

## **Article 29 Parking**

Effective July 1, 2014, the annual fees for all bargaining unit members parking in designated University parking lots shall be:

September 1, 2014	\$250.00
September 1, 2015	\$300.00
September 1, 2016	\$350.00
July 1, 2012	\$175.00
July 1, 2013	\$200.00

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The University shall promulgate a form and process which shall require individuals to authorize a bi-weekly payment. Bi-weekly payroll deductions shall be made on a pre-tax basis and deducted directly from the member's bi-weekly pay. Individuals wishing to pay the annual amount may do so by check.

**Article 31**  
**Salaries**

**Section 31.1 Salary Increases**

**A. Base Increase:**

Effective the first full payroll period of July 1, 2014, July 1, 2015 and July 1, 2016, members of the bargaining unit that were on the payroll as of January 1, 2014, January 1, 2015 and January 1, 2016 of the respective increase year who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall receive a salary rate increase of 1.75%.

Effective the first full payroll period of January 2015, current members of the bargaining unit that were on the payroll as of June 30, 2014 who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall receive a salary rate increase of 1.75%.

Effective the first full payroll period of January 2016, each bargaining unit member on the payroll as of June 30, 2015 who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall receive a salary rate increase of 1.00%.

Effective the first full payroll period of January 2017, each bargaining unit member on the payroll as of June 30, 2016 who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall receive a salary rate increase of .75%.

**B. Merit-Based Increase:**

Effective the first full payroll period of January 2016, each bargaining unit member on the payroll as of June 30, 2015 who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall be eligible to participate in a merit pool equal to .75% of the total salaries of the bargaining unit, calculated after the implementation of the applicable Base Increase in Paragraph A. The process for distribution of Merit shall be as outlined in Section 31.2 below.

Effective the first full payroll period of January 2017, each bargaining unit member on the payroll as of June 30, 2016 who has achieved a performance rating of at least "Successful" on his/her most recent performance evaluation shall be eligible to participate in a merit pool equal to 1.00% of the total salaries of the bargaining unit, calculated after the implementation of the applicable Base Increase in Paragraph A. The process for distribution of Merit shall be as outlined in Section 31.2 below.

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Section 31.2 Merit Award Process

A. In order to be eligible to receive base rate increases from a Merit Pool, a bargaining unit member must ~~not have achieved a rating of at least~~ been rated less than "Successful" "Unsatisfactory" by from their Immediate Supervisor/Principal Investigator during the most recent performance evaluation process, or have not received written notification of unsatisfactory job performance.

B. Written notice of unsatisfactory job performance, including what steps must be taken and in what time frame they should be taken, must be provided in accordance with Article 15, Annual Evaluation of ~~to~~ Bargaining Unit Members, at least ninety (90) days, in advance of the merit award dates outlined in Sections 31.12 B above, C and D below, and the bargaining unit member must be re-evaluated prior to those merit award dates.

C. On each merit-based effective date as outlined in 31.1B above ~~Effective January 2013 and January 2014,~~ the Merit Pools shall be calculated and divided between all eligible bargaining unit members by awarding each eligible unit member an increase in his/her base pay in a range amount to be determined by the parties between \$500.00 and \$1500.00 until the total funds in the pool have been distributed. For individuals on a part-time work schedule such amounts shall be pro-rated accordingly.

D. All bargaining unit members who have not ~~been rated, at least~~ "Successful" "Unsatisfactory," and so are deemed to be not eligible for the Merit Pools, shall be notified by the Employer/University Administration's Human Resources Office prior to the date of payment of any Merit award. Any member wishing to respond to being rated less than "Successful" "Unsatisfactory" shall notify in writing the Employer/Human Resources Director within three (3) working days of receipt of said notification, and a meeting, or an agreement to meet, shall take place within five (5) working days. The Employer/Human Resources Director's decision is grievable to Step 3 of the Grievance and Arbitration Procedure.

Section 31.3 Salary Adjustment

~~Effective July 1, 2009,~~ Bargaining unit members may be eligible for additional compensation based on the following:

A. Additional compensation for FLSA exempt employees in the performance of job duties, without a change in title, which are to be performed or which were performed for a period of less than one year.

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### Discretionary Funding Account

January 2015, 2016, 2017

One-quarter of one percent (.25%) of the unit payroll as of each preceding June 30<sup>th</sup> to be applied to address specific operational needs and professional development. 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.

The parties agree to a .50 cent increase in each year of the contract to the Health and Welfare Trust and that such increase shall be funded from the differential funding account. Parties agree to a The Health and Welfare article of the CBA shall be amended to reflect the agreed upon weekly increases. The parties agree to meet to discuss application of the remaining funds.

June 30, 2014 Discretionary Funding Amount \$17,299.45

For the University

For MTA

Robert Caret, President

Date:

  
Date: 7/15/15

  
President MTA-GRACE Date: 8/24/15

Date: