

1. Salary Article 10

- a. 1.75% across-the-board first full pay period of July 2014, 2015, 2016
- b. January 2015
 - i. 1.25% across-the-board
 - ii. .5% merit – to follow existing practice
- c. January 2016
 - i. 1.0% across-the-board
 - ii. .75% merit
- d. January 2017
 - i. Parties will meet to discuss implementation of year 3 merit increases including discussion of the categories on evaluation tool. Absent to agreement any changes – same as January 2016 merit increases.

Maintain reference to a Special Campus Needs Fund to be funded with a balance of \$70,000 effective upon ratification. The Union may determine the portion of said fund to be utilized for a onetime payment to the reserve of the Health and Welfare Fund. The allocation of any remaining funds will be agreed to by the parties and may include a one-time payment to existing members. Once these funds are fully expended, the reference to this SCNF will be struck from CBA.

2. Discretionary Funding – January 2015, 2016, 2017

- a. One-quarter of one percent (.25%) of the unit payroll as of each preceding June 30th to be applied to address specific operational needs. 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.
 - i. Agreed upon Health and Welfare increases to be allocated from the differential funding account. Such increase to be set no later than September 15, 2014. The parties agree that priority shall be given to improving the dental plan benefits through the existing trust at the earliest opportunity. The Health and Welfare article of CBA shall be amended to reflect the agreed upon weekly increases.
 - ii. Agreed to meet to discuss application of remaining funds.

3. Tuition/Fee Waiver – As proposed provided that if any unit in the UMass system negotiates a different Tuition/Fee Waiver provision, the parties shall reopen negotiations on this issue.

4. Article 7 Grievance and Arbitration

- a. Waiver language provided it is the same claim
- b. Shared cost of non-binding mediation as agreed to by both the parties

5. Article 8 Information
 - a. Change "classification" to "Job Title"
 - b. B as proposed to include transfers within bargaining unit
 - c. Strike D, F, G
6. Article 9 Hours
 - a. Eliminate overtime after 8 hours in a day upon implementation of results of an FLSA review of exempt/non-exempt status to be conducted during the life of this agreement.
7. Article 10 Salary
 - a. Replace Appendix D as proposed on May 28, 2014
8. Article 11 Additional Compensation
 - a. Strike paragraph three
 - b. Add conflict of interest language (Need to provide copy of proposed language) (What is this in reference too?)
9. Article 13 Sick Leave
 - a. 120 day cap on new employees (Employee's that are employees hired after the implementation of this contract)
10. Article 13 (b) Sick Leave Bank
 - a. Complete probationary period for eligibility
 - b. 60 day cap on use of sick leave bank
 - c. Annual accounting of bank balance by Union
11. Article 14 Vacation Leave
 - a. Section A: Grandfather 30 days as of July 2014
 - b. Sections C and D: Housekeeping
 - c. Section F: Eliminate conversion provision and Cap at 2x the maximum annual accrual rate; parties to negotiate transition for current employees with accrual rates in excess of maximum rate. Absent agreement, employees with 16 years or more service at the time of execution of this agreement shall be grandfather. (Reopener provision)
12. Athletics
 - a. Article 1: Removal of designated titles
 - b. Establish standing committee
13. Personnel File
 - a. University will consider request for removal of disciplinary letters after 5 years, providing no subsequent disciplinary action. Such requests shall not be unreasonably denied.

14. Article 18 Promotion and Filling of Vacancies

- a. Clarify qualified internal unit member applicants shall receive an interview

15. Article 23 Miscellaneous

- a. Parking
 - i. \$50 increase each September 1st of the contract add reopener language if any unit negotiates a lesser increase in parking.
 - ii. Maintain carryover language on future increases
- b. Sections F & H as proposed

16. Labor/Management Topics for Discussion

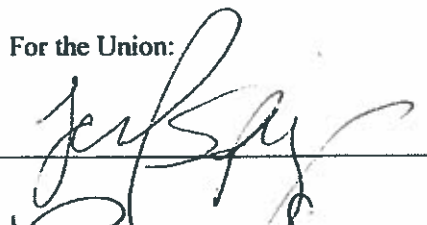
- a. IT On-Call
- b. Reporting of compensatory time for holidays and weekends
- c. Supervisor evaluations


Agreed to by:


For the University:



For the Union:







MEMORANDUM OF AGREEMENT

UNIVERSITY OF MASSACHUSETTS LOWELLSERVICE EMPLOYEES AND
INTERNATIONAL UNION, LOCAL 888

(Re-Opener: July 1, 2014 – June 30, 2017)


The following terms amend the parties Tentative Agreement of July 24, 2014 with respect to the terms of a collective bargaining agreement to cover the period of July 1, 2014 – June 30, 2017. To the extent that any term of the Tentative Agreement or provision of the collective bargaining agreement conflict with the terms of this Memorandum of Agreement (“MOA”) the terms of this MOA shall control.

1. Employees that are in good standing (i.e. dues or agency fee paying members) within the bargaining unit as of July 1, 2014 that are eligible to receive holiday pay for November 27, 2014 (i.e. Thanksgiving) and are not required to work on Friday, November 28, 2014 shall not be required to use accrued time to receive pay for the day.
2. Effective January 1, 2015, bargaining unit employees shall accrue thirteen (13) sick days per year (pro-rated for part-time employees).*
3. Effective January 1, 2015, bargaining unit employees shall receive seven (7) personal days one of which shall be designated for use for the day after Thanksgiving. If there are operational reasons that necessitate keeping an office open or some offices partially open, and a member is required to work, this member will be able to use this personal day on an alternate day agreed upon with their supervisor before the end of that calendar year.*
4. Employees hired after January 1, 2015 who retire 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 (Article 13, A., (d)).
5. Employees shall maintain the right to convert unused vacation accrual balances beyond the maximum accrual rate to sick leave (No change to Article 14, Section F).
6. The University shall disperse the current balance of \$70,000.00 of the special campus needs fund to bargaining unit members in good standing by December 31, 2014 as mutually agreed to by the parties.
7. The parties shall meet to discuss any unanticipated issues that may arise during the implementation of this MOU.

*These provisions are only valid for the period July 1, 2014 through June 30, 2017, and revert to provisions existing in the June 30, 2014 contract, unless expressly agreed to continue in writing between the parties.

Executed this 18 day of November, 2014

For the University



Michael C. Rutherford
Director, Employee and Labor Relations

For the SEIU, Local 888



Janet King
President