

**Memorandum Of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts and International Brotherhood of Teamsters, Local 25**

This agreement is between the Board of Trustees of the University of Massachusetts (hereinafter "University") and International Brotherhood of Teamsters, Local 25 (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:

1. Article 7. Workweek Work Schedules

Section 1: Shift Assignments

Police Officers, Sergeants and Campus Security Officers shall be provided with two (2) opportunities per calendar year (January and July) to select shifts.

Section 2, A and C:

The parties shall convene a joint committee to review options for implementation of overtime in 4-2 schedule, the current overtime calculation method and to discuss the use of sick time from the calculation as hours worked for overtime purposes. Absent an agreement between the parties, the current provisions of the collective bargaining agreement shall remain in effect.

2. Article 8. Leave:

Change the word Chancellor to Chief of Police throughout Article.

Section 1, Sick Leave:

(a) New employees hired on or after ratification (12/12/14) shall accrue 12 sick days per year.

(f) Strike "armed."

New Section

Employees hired on or after ratification (12/12/14) may accrue up to a maximum of 120 days of sick leave credit hours. Employees will not accrue sick leave credit hours beyond the equivalent of 120 days and no sick leave credit hours shall be rolled over into any other form of paid leave nor shall any other form of paid leave credit (e.g. vacation, compensatory time) be rolled over into sick leave credits.

Section 1 P

Elimination of Physical Fitness Standard

50% cash out on sick leave incentive year one of contract; 75% cash out years two and three.

60 day cap on sick leave bank access (maintain 10 day increments)

Section 3, Paragraph 2: Strike "In addition"

3. Article 9. Vacations

Section 7

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Cap at 2x the maximum annual accrual rate; parties agree to transition for current employees with accrual rates in excess of maximum rate on 1/1/15 must use excess by 1/1/16 or time will be converted to sick.

Unused vacation leave days accrued in excess of the allowable accrued rate will be forfeited and deducted from the employee's vacation credit amount.

Section 17 Delete

4. Article 12, Employee Compensation with side-agreement on classification
Attached and subject to receipt of supplemental funding, but for paragraph 1 of MOA
5. Article 14, Health and Welfare:
Attached and as presented on September 10, 2014.
6. Article 15 Tuition Remission:
Section 1 & 2: (Attached and as presented on July 9, 2014)
Section 3: The University has no obligation to fund or seek funding for this provision through the life of this contract. Implementation of this provision requires a separate and distinct funding request and implementation is subject to and conditioned upon receipt of supplemental funding specific to this provision pursuant to the supplemental budgeting process.
Side-Agreement: Withdrawal of pending ULP with prejudice.
7. Article 17, Promotion and Filling of Vacancies:
First paragraph:
Strike "or the Massachusetts State Police" add "and" as proposed
Return to position for not less than two years.
Section 1, D: Strike
New Section
A civilian employee of the police department hired as a police officer shall be considered to have resigned their current position upon entering the police academy with no right to reinstatement to the former position.
New Section
Incorporate step placement side-letter of agreement dated December 3, 2012. (Attached)
Side-letter of agreement: Out of title pay for Security Corporeal to Grade 15.
8. Article 22, Section 2: Sworn members one year probationary status will begin upon swearing in.
9. Article 24, Evaluation of Unit Members
Adopt University Performance Evaluation Program currently in effect.
10. Article 28, Disciplinary Action:
Section 4 change location of the word "transfer" from current location in the paragraph to between the words "written reprimand and suspension."
11. Article 35: Side communication on campus security. Agreement condition upon communication to be provided by Union and approved by Employer
12. Articles 36 and 40
Combine Articles
New rates effective September 1 of each year to be paid through bi-weekly payroll

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September 1, 2014 \$250

September 1, 2015 \$300

September 1, 2016 \$350

Strike reduced rate language

13. Article 38, Duration: July 1, 2014 – June 30, 2017

14. Article 39, Physical Fitness Standards: Strike


15. Article 41 (Lead Dispatcher) and Article 42 (Position Classification): Strike

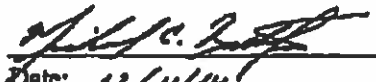
For the University

 12/12/14

Robert Caret, President Date:

For Teamsters Local, 25

_____
Date:

_____
Date: 12/11/14

12/11/14

Date:

Memorandum of Understanding

Between the University of Massachusetts Lowell and Teamsters, Local 25

Position Classification

This Memorandum of Understanding ("MOA") is made and entered into by and between the University of Massachusetts Lowell ("University") and Teamsters, Local 25 ("Union") collectively the "Parties."

Whereas, the parties entered into a Memorandum of Agreement ("Agreement") for a successor collective bargaining agreement in June 2012; and

Whereas, a term of the agreement included the following:

Position Classification

The parties agree to establish an advisory committee comprised of Unit and Non-Unit staff, whose charge will be to participate and make recommendations related to the implementation of a standardized position classification system. Not later than June 30, 2013, the Union and University agree to meet and discuss the committee's recommendations and, if they agree, to implement classification changes within this bargaining unit, including uniform salary administration and issues relative to developmental and career ladder programs for unit members.

and

Whereas, having completed the classification review, the parties, seek to implement the classification changes within this bargaining unit;


Therefore, Now, having satisfied any and all bargaining obligations pursuant to the matters referenced above, the parties agree to the following:

1. Effective the first full payroll period in July, 2014:
 - a. Each step in the Police Officer grade (Grade 15E); Sergeant grade (Grade 18E); and Lieutenant grade (Grade 22E) shall be increased by fifty cents (\$0.50).
 - b. The position of Lead Dispatcher shall be reclassified from a Grade 14 to a new grade of Grade 14E. Step 1 of Grade 14E shall be the equivalent of Grade 14, Step 2 with the remaining steps incorporated in a consistent manner, e.g. Grade 14E, Step 2 the equivalent of Grade 14, Step 3. The Grade 14E, Step 7 hourly rate shall be \$22.82.
 - c. The position of Communication Dispatcher shall be reclassified from a Grade 13 to a new grade of Grade 13E. Step 1 of Grade 13E shall be the equivalent of Grade 13, Step 2 with the remaining steps incorporated in a consistent manner, e.g. Grade 13E, Step 2 the equivalent of Grade 13, Step 3. The Grade 13E, Step 7 hourly rate shall be \$21.39.
2. Effective the first full payroll period in July, 2015 each step in the Police Officer grade (Grade 15E); Sergeant grade (Grade 18E); and Lieutenant grade (Grade 22E) shall be increased by twenty-five cents (\$0.25).
3. Effective the first full payroll period in July, 2016: Each step in the Police Officer grade (Grade 15E); Sergeant grade (Grade 18E); and Lieutenant grade (Grade 22E) shall be increased by twenty-five cents (\$0.25).

For the University


Date: _____

For Teamsters Local, 25


Date: 12/11/14

ARTICLE 12 - EMPLOYEE COMPENSATION

A. Over the term of the agreement, the following salary adjustments shall be made:

1. Effective the first full 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 full 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 full payroll period of July 2015 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.
4. Effective the first full 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 " on his/her most recent performance evaluation.
5. Effective the first full 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 on his/her most recent performance evaluation.
6. Effective the first full pay 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" on his/her most recent performance evaluation.

B. Discretionary Funding Account

Effective the first payroll period of January 2015, 2016 and 2017:

1. 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.
2. 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.

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3. 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.
4. Health and Welfare costs in excess of the employer's agreed upon contribution shall be allocated from the discretionary funding account up to the maximum amount of the fund.

September 10, 2014

ARTICLE 14
HEALTH AND WELFARE

Dental Insurance

Effective the first full payroll period of January 2015, Family Plan participants will pay 30% of the cost of the plan, which employee contributions will be made by payroll deduction. Employer contribution to the plan will increase by \$1.00 to \$15.00 per calendar week for each full-time employee. This \$1.00 increase will be funded from the .25% discretionary fund account ("Fund"). Plan costs in excess of this amount shall be paid up to the total funds remaining available in the "Fund." Any additional plans costs beyond resources available in the "Fund" will be made up by an increase in the employee contribution. Prior to the end the dental plan year, e.g., July 31, 2015, the parties shall meet to discuss alternative plan and payment options, to include increase employee contributions, changes in plan design, etc. should the employee and employer contributions and the "Fund" balance not be sufficient to cover the full costs of the plan.

July 9, 2014
Fee Waiver Policy

Specific provisions of the plan

- This plan, which is effective Fall 2015 semester, covers eligible full and part-time undergraduate students only, as described below. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.
- Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.
- Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.
- Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
 - If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
 - If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.
- A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.
- The applicable fees for which this waiver applies are the Curriculum/Operating fees.
- The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this

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July 9, 2014

provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.

- The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

For Continuing Education

Applicability

Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

- a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.
- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

Side Letter of Agreement
Step Placement for Promotions, Reclassifications and Equity Adjustments

The International Brotherhood of Teamsters, Local Union No. 25 and the University of Massachusetts Lowell are parties to a collective bargaining agreement dated July 1, 2012 to June 30, 2014. Pursuant to Article 31 "Scope of Agreement" the parties have agreed to adopt the following guidelines for grade adjustments of bargaining unit members:

1. Bargaining unit members may have their salary grade adjusted by reason of promotional upgrade, reclassification, new title, grade creation or equity adjustment. While this is not an exhaustive listing of the reasons for a grade adjustment it does capture areas of adjustment where the parties have agreed to a standard system of step placement for affected bargaining unit members.
2. A bargaining unit member who qualifies for a grade adjustment shall have his or her compensation set at the first step of the higher grade classification from the first date of the appointment or agreed upon adjustment date.
3. A bargaining unit member who qualifies for a grade adjustment who currently enjoys a regular rate of compensation that is higher than the first step of the higher grade classification, shall have his or her compensation computed as follows:
 - A. Determine the employee's salary rate at his/her current job group;
 - B. Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one and two one hundredths (1.02);
 - C. Compare the resultant sum to the rates for the higher job group into which the employee is promoted;
 - D. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

Such grade adjustments shall occur from the first date of appointment or agreed upon adjustment date.


4. A bargaining unit member's rate of pay may not exceed the top step of a newly assigned grade.

This side letter is duly executed by the parties on this 3 day of Dec., 2012.

For the University:



For the Union:


Business Agent