

August 15, 2018

Mark,

Nothing new in this Agreement—very much the same as AFSME 01s.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Teres", with a long horizontal flourish extending to the right.

Don Teres  
Labor Relations Specialist

## MEMORANDUM OF AGREEMENT

This Agreement is between THE UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter "University") and THE 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 had a term of July 1, 2014 through June 30, 2017. The purpose of this memorandum is to memorialize all the agreements 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 mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

### CONTRACT CHANGES

#### SECTION 3. BEREAVEMENT LEAVE - Amend to replace current language with the following:

Upon evidence, satisfactory to the CEO, of the death of a spouse, domestic partner, child, parent, brother sister, grandparent, or grandchild of an employee, or parent of a spouse, or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of five (5) consecutive working days.

In the event of the death of an employee's son-in-law or daughter-in-law or of the spouse's or domestic partner's brother, sister, grandparent, grandchild, step-parents, step-child, step brother/sister, or step grandparent a maximum of three (3) consecutive working days shall be available for use by an employee.

In the event that the internment 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 one (1) of the days to the later date. Such request shall be made at the time of the notification to the CEO of the death of one (1) of the above named relatives and shall not be unreasonably denied.

**ARTICLE 5 AGENCY SERVICE FEE** – Amend to incorporate the same/similar language proposed by AFSCME and approved for both (01 and 03) successor Agreements.

#### ARTICLE 7.7 OVERTIME – Subsection E - Amend last sentence as follows:

If sick leave is taken in a week of mandatory overtime, an employee may substitute alternate time (vacation, compensatory or personal) up to three (3) days per year of alternate time (vacation, holiday, compensatory or personal and up to two (2) days per year of sick time (with medical evidence provided per Article 8, Section 1, subsection F, items 1-4) refer to Appendix B that must be amended to reflect the change.

**ARTICLE 7 – WORKWEEK AND WORK SCHEDULE – Section 7.12** – Amend by adding new language to new Section B to read as follows and re-alphabetize by moving previous Section B to new Section C.

The University shall provide by November 1 of each year, a list of employees considered essential in a weather emergency or during hazardous conditions. Such notice shall be provided by Human Resources to the Union and to employee deemed essential.

Further, add the following language under this as Section D:

Effective ninety (90) days after the contract is ratified, when the campus closes due to inclement weather or other unanticipated or emergency reasons, employees who do not report when the campus reopens shall be required to use accrued time for the hours between when the campus reopens and the end of the regular work shift. Essential employees who do not report shall report accrued time for their full work day. Employees taking previously schedules accrued time off shall be charged for their full regular work shift.

**ARTICLE 7 – Section 7.14 B** - Amend by striking the following language:

...“replacing a worker who normally works such second or third shift”....

**ARTICLE 8. LEAVE** Pursuant to Sick Leave Bank and Sick Leave Cash-In - Amend to add the following:

The Parties have agreed to amend their existing contract only in the following areas and to otherwise retain the provisions of the current agreement. The parties also agree to review the contract and, as needed, make mutually agreed upon editorial and date changes.

Sick Leave Use	Sick Leave Cashed-In	Cash-In Value
0 days	6 days	3 days
1 day	5 days	2.5 days
2 days	4 days	2 days
3 days	3 days	1.5 days
4 days	2 days	1 day
5 days	1 day	0.5 days
6 days	0 days	0 days

In order to exercise this option, an employee must cash in all sick days that are earned and accrued during the previous twelve (12) months in excess of six (6) days.

The decision to cash in sick time must be made by the employee by November 1 of each year. Sick days cashed in shall be deducted from the employee’s sick leave balance.

**ARTICLE 8 – LEAVE – Section 8.1 – Subsection S**

This language shall not expire and shall continue through the duration of this successor Agreement.

**ARTICLE 9 – VACATIONS – Section 9.19 – LABOR-MANAGEMENT COMMITTEE**

This language shall not expire and shall continue through the duration of this successor Agreement.

**ARTICLE 10 – HOLIDAYS – SECTION 10.3 – Amend to read as follows:**

When a holiday occurs on a day that is not an employee’s regular work day, if the employee’s usual workweek is five (5) or more days, s/he, shall receive pay for one (1) day at his regular rate of pay. This language is s applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor the employee may receive one (1) compensatory day off with pay within one hundred twenty (120) days following the holiday, to be taken at a time approved by the manager/supervisor. At the physical plant the decision whether to grant a compensatory day shall not be grievable.

**ARTICLE 10 – HOLIDAYS – SECTION 10.4 – Amend to read as follows:**

An employee required to work (his/her regular shift), shall be compensated at the rate of two (2) times his/her rate of pay. This language is applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor, the employee may receive pay for one (1) day and one (1) compensatory day off with pay within two hundred seventy (270) days following the holiday, to be taken at a time approved by the manager/supervisor. At the physical plant the decision to grant a compensatory day shall not be grievable.

**ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

The University is agreeable to providing in this successor agreement, the most recent agreed to/arbitrated Tuition Remission language between the Professional Staff Union and the University of Massachusetts.

**ARTICLE 22 – PROCEDURE FOR FILING A GRIEVANCE** – Amend by replacing current language with following:

.....No such notice may be filed for than ~~thirty (30)~~ forty (40) days from the date of the occurrence of the event of the date on which the unit member has reasonable knowledge of the event and or conditions upon which the grievance is based.....

**ARTICLE 30  
EMPLOYEE COMPENSATION**

**COMPENSATION ADJUSTMENTS**

Definitions:

- (a) The terms “state tax revenues, “budgeted revenues” and “budgetary funds” shall have the meaning assigned to those terms in M.G.L., Ch. 29, sec. 1.
- (b) For the purpose of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth’s Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

Effective first full pay period in July 2017: 1.0% base rate salary increase for members who were on the payroll as of July 1, 2017.

Effective first full pay period in July 2017: If fiscal year tax revenues, as defined in paragraphs (a) and (b), above, equal or exceed \$27.072 billion, 1.0% base rate salary increase for members who were on the payroll as of July 1, 2017

Effective first full pay period in July 2018: 2.0% base rate compensation increase for members who were on the payroll as of July 1, 2018.

Effective first full pay period in July 2019: 2.0% base rate compensation increase for members who were on the payroll as of July 1, 2019.

To be eligible for any adjustment increases contained in this paragraph, an employee must be

on the payroll, including any authorized leave of absences, on the effective date of such adjustment increase and either (a) on the payroll during the paid period during which the such adjustment is implemented; or b) retired, deceased, or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or any retroactive pay.

## APPENDIX A GUIDELINES FOR SICK LEAVE BANK

Amend Statement of Purpose as follows:

The Sick Leave Bank was established under the provisions of the collective bargaining agreement (Article 20.2). It is intended to provide paid leave time to members who;

- are absent from work due to a non-work related injury or illness where there is a reasonable expectation, based on medical documentation, of the member returning to the position held at the time a medical leave due to the illness or injury began. The Sick Leave Bank is not intended as a substitute for Long -Term Disability Insurance protection.
- ~~need paid leave time until an approved application for Long-Term Disability Insurance Benefit becomes effective.~~
- are absent from work due to parental leave or serious illness of a family household member.

All bargaining unit members covered by the PSU/MTA agreements are members of the Sick Leave Bank on their campus. Contribution of time to the bank is not necessary in order to become a member. However, if the total number of days in the Boston bank falls below 500, each full-time employee shall donate seven and a half (7.5) hours of sick leave to the bank. A regular part time employee shall donate sick leave in the same proportion that her/his part time service bears to full-time service.

The decisions of the Board are binding and not subject to any campus grievance or appeal procedure. Under normal circumstances, the Sick Leave bank Board on each campus meets as needed, to consider outstanding applications.

B. Amend Section 1 as follows:

**SECTION 1 FOR ILLNESS OF BARGAINING UNIT MEMBER**

A. Eligibility

1. A member is eligible to apply for paid leave time from the bank upon their membership in the bargaining unit.
2. A member is eligible to apply for paid leave time from the Sick Leave Bank if there is a reasonable expectation, based on medical documentation, that the member will return to the position held at the time a medical leave due to the illness or injury began.
3. Before drawing days from the Sick Leave bank, a member must use all accrued sick and personal leave and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave bank application, he/she shall be immediately eligible to draw days from the Sick Leave bank.
4. A member who is receiving income from Worker's Compensation benefits may not draw upon the Sick Leave Bank to supplement that compensation.
- ~~5. A member who is eligible to receive Worker's Compensation benefits is not eligible for paid leave time from the Sick Leave Bank.~~
6. A member who is receiving collecting regular (greater than the minimum) benefits from an ~~employee sponsored~~ a Long Term Disability Insurance (LTDI) plan may not draw from the Sick Leave Bank to supplement ~~that~~ those benefit benefits.

**A member may draw from the Sick Leave bank to supplement Long-Term Disability Insurance (LTDI) payments so long as they are not collecting regular (greater than the minimum) LTDI benefits.**

**DURATION**

This Agreement shall be for three (3) year period from July 1, 2017 through June 30, 2020 and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. At the request of either Party, negotiations for a subsequent agreement will be commenced at a time agreed to by the Parties. This Agreement will remain in full force an effect until a new Agreement is executed or an Impasse at 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.

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

FOR THE PROFESSIONAL STAFF UNION/  
MASSACHUSETTS TEACHERS ASSOCIATION/  
NEA UNIT B (NON-EXEMPT SUPERVISORY UNIT

FOR THE UNIVERSITY OF MASSACHUSETTS  
AMHERST

*[Signature]*  
Dennis R. Bryffee  
*[Signature]*  
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*[Signature]*

8-10-2018

Date

Date