

Memorandum of Agreement for Successor Collective Bargaining Agreement
University of Massachusetts Amherst and (“University”) and The University Staff
Association/MTA/NEA

This Memorandum of Agreement is by and between the University of Massachusetts Amherst (“University”) and The University Staff Association/MTA/NEA, (A 08) (“Union”), collectively the “Parties,” and contains the Parties’ agreement for a Collective Bargaining Agreement covering the period of July 1, 2024 through June 30, 2027, to succeed the Parties’ Collective Bargaining Agreement covering the period July 1, 2020 through June 30, 2024 (one year extension July 1, 2023 – June 30 2024).

1. Article 7 Anti-Discrimination, Affirmative Action, and Conflict of Interest

Edit to Article 7, Section 1 as follows:

The Employer and the ~~Union Association~~ agree that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or non-membership in the Union or participation or non-participation in Union activities. ~~not to discriminate, in any way in violation of applicable law or University policy, against employees covered by the Agreement on account of race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, marital status, mental or physical disability, political belief or affiliation, or membership or non-membership in any organization.~~

The University prohibits unlawful discrimination, harassment (including sexual harassment), and retaliation against anyone based on religion or religious belief, color, race, marital status, veteran or military status, age, sex, gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class, in education, admission, access to or treatment in, its programs, services, benefits, activities, and terms and conditions of employment at the University.

Edit to Article 7, Section 2 as follows:

The Association and the Employer/~~University Administration~~ agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical disability, specific positive and aggressive measures must be taken to redress the effects of past discrimination. to eliminate present and future discrimination, and to ensure equal opportunity in the area of hiring, upgrading, promotion, transfer, recruitment, layoff, termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action. To accomplish these goals, certain positions may be designated as affirmative action target positions in accordance with the Employer’s Affirmative Action Plan filed with the U.S.

Department of Labor. The President of the Association shall be informed of such targeted positions simultaneously with the Division of Human Resources.

2. Article 8 Work Week and Work Schedules

Delete and Replace Section 10 in its entirety with language and title change as follows:

SECTION 10. ESSENTIAL PERSONNEL

~~A. In the event that classes and other activities are cancelled by the Employer, only personnel designated as essential or otherwise required to work will be required to work.~~

~~B. Within (90) days of the signing of this agreement, the University shall provide the Association with a list of bargaining unit members deemed essential. The determination of which Employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein. The University shall provide an updated list by October 15th of each year.~~

~~C. Unit members, deemed essential, shall be compensated two and a half (2.5) times the regular salary rate for all hours worked up to a maximum of eight (8) hours during their regularly scheduled shifts and one half (1/2) hour thereafter or before. All other time worked shall be compensated at their applicable overtime rate.~~

Article 8 Section 10: Temporary Campus/Workplace Closures

The University will provide advance notice when foreseeable for a transition to remote work due to a closure. Non-essential staff with hybrid/remote schedules will be expected to work and will be paid their regular rate of pay for their scheduled work hours during the closure period. These employees can request to use their accrued vacation or personal time if they are unwilling to work from a remote location.

All non-essential employees who work on campus without the ability to perform their work from a hybrid/ remote location are not expected to work or report to campus during a temporary building or campus closure. Staff will be paid at their regular rate of pay for their scheduled work hours during the closure period.

The University shall provide the Union with a list of bargaining unit members deemed essential by November 15 of each year. The determination of which employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein.

Unit members deemed essential shall be compensated two-and-a-half (2.5) times the regular salary rate for all hours worked up to a maximum of eight (8) hours during their regularly

scheduled shifts and one half (1/2) hour thereafter or before. All other time worked shall be compensated at their applicable overtime rate.

3. Article 9 Leaves

Edits to article as follows:

- A. NC
- B. NC
- C. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
 - 1. NC
 - 2. ~~When the spouse, child, parent, or sibling of either an employee, their spouse, or the bargaining unit member's grandparent or grandchild, or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per calendar year except in cases of demonstrated medical emergency or life threatening/terminal illness, the sixty (60) day maximum may be waived by the CEO or designee;~~ **When the spouse, domestic partner, child, sibling or grandparent of either an employee or their spouse, parent whether biological, adopted, foster, through legal guardianship or in loco parentis, or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits to care for such person up to a maximum of sixty (60) days per calendar year except in cases of demonstrated medical emergency or life threatening/terminal illness, the sixty (60) day maximum may be waived by the CEO or designee;**
 - 3. NC
 - 4. to 5. [NC]
- D. ~~A full time employee shall not accrue sick leave credits for any month in which they were on leave without pay or absent without pay for a total of more than one (1) day.~~ **An employee shall not accrue sick leave credits for any time they were on leave without pay or absent without pay.**

Section 1, E – P: No changes

Section 2. No Change

Section 3. No Change

Section 4-6: No Change

SECTION 7. MATERNITY AND ADOPTIVE LEAVE **PARENTAL LEAVE**

- A. A full-time or regular part-time employee who has completed their probationary period ~~and who is absent from their employment with the University for a period not exceeding eight (8)~~

~~weeks is eligible for parental leave for a period not exceeding twelve (12) weeks for the purpose of giving birth of a child, placement of a foster child, or adoption of a child, shall be granted a maternity leave without pay if the request for such leave is made to the CEO department head at least two (2) weeks in advance of the anticipated date of departure and they provide their intention to return to work after leave. If business needs allow, family leave may be taken intermittently using a schedule agreed to by the employee and their supervisor. If the an employee has accrued sick leave, personal, compensatory, or vacation credits time at the commencement of the maternity or adoptive parental leave, the employee may use such leave for which they may be eligible for under the sick leave or vacation provisions of this Agreement.~~

- ~~B.~~ At the expiration of ~~maternity or adoptive~~ **the parental leave**, the employee will be restored to their previous position or similar position with the same status, pay, and length of service credit as of the date of their **parental** leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- ~~C.~~ Notwithstanding any other provision of this Agreement to the contrary, the ~~maternity or adoptive~~ **parental** leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which they were eligible at the time of the leave. ~~Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave, or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages. Not later than two (2) weeks prior to the expiration of the eight (8) week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part time service bears to full time service.~~

~~An employee on maternity or adoptive leave may have their group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium they would have paid had such leave not been taken.~~

~~During the first ten (10) workdays of maternity leave, birth leave, adoptive leave, or foster care leave, the employee shall receive their regular weekly salary. When an eligible full time or part time employee and their eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under this provision.~~

- D.** At least 30 calendar days' notice prior to the expiration of parental leave, an employee may request that an additional four (4) weeks of permissive leave may be granted. This additional permissive leave is at the discretion of the VC/Dean or designee if business needs allow. Where the leave to be extended is for conditions related to the employee's own pregnancy or post-birth recovery, the extension shall be granted upon request of the employee. The leave

shall be unpaid unless the employee chooses to use any accrued vacation, personal, sick leave, or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

E. Alternative to section D, not later than 30 calendar days prior to the expiration of the initial twelve (12) weeks parental leave as described in “A” above, an employee may request a return to work at reduced time or with a flexible schedule for up to four (4) weeks using a schedule agreed to by the employee and their supervisor, and such request shall not be unreasonably denied if business needs allow. If reduced time is approved by the VC/Dean or designee, said employee will accrue benefits equivalent to reflect their part time service.

F. An employee on parental leave is entitled to have their group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium they would have paid had such leave not been taken.

G. During the first ten (10) work days of parental leave to bond with a child under section 7(A)(1), the employee shall receive their regular weekly salary. When an eligible full-time or part-time employee and the other parent of the child are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under this provision.

SECTION 8. PARENTAL LEAVE

~~Upon written application to the appointing authority, including a statement of any reasons, any employee, who has completed any applicable probation period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of their anticipated date of departure, and who has given notice of their intention to return, may be granted parental leave for a period not exceeding ten (10) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit their application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted, stepchild, foster, or child under legal guardianship of such employee. An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have their group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium they would have paid had such leave not been taken.~~

SECTION 8. PARENTAL LEAVE FAMILY LEAVE (formerly Section 9)

Upon written application to the CEO, including a statement of any reasons, any employee who has completed their probationary period or if there is no probationary period who

has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of their anticipated date of departure and who has given notice of their intention to return may be granted family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The CEO may, in their discretion, assign an employee to back fill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit their application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, the employee's spouse, parent, grandparent, grandchild, domestic partner, or relative living in the same household.

B. Ten (10) days of family leave may be taken in not less than one (1) day increments. However, such leave requires the prior approval of the CEO.

C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of their family leave, that employee may use such leave credits for which they are eligible under the sick, personal, or vacation leave provisions of this Article.

D. Between periods of family leave where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 10: Education Leave (No Change, new section 9 under this proposal)

SECTION 11-18 no changes (under this proposal these sections would be 10-17 no changes)

4. Article 10 Sick Leave Bank

Edits are as follows:

STATEMENT OF PURPOSE – No change.

ESTABLISHMENT - Upon the execution of this Agreement, every new member of the bargaining unit shall be members of the Sick Leave Bank upon the commencement of their employment. Benefits and contributions under this Article shall be pro-rated for part-time employees. ~~New bargaining unit members shall not be able to access the USA Sick Leave Bank until they have completed the probationary period in Article 17A, § 1.~~

OPEN ENROLLMENT - Unit members who did not join the SLB prior to execution of this Agreement, may join the SLB during Open Enrollment. Open Enrollment is held during the month of October. During an open enrollment period, a unit member has the right to:

JOIN: become a member by assigning one (1) or more full days of their sick leave accumulation to the Bank, provided however, that on the date of making such assignment the employee must

have at least three (3) days of sick leave. ~~No one shall be able to access the Sick Leave Bank until ninety (90) days after enrolling.~~

MAINTAIN MEMBERSHIP - Sick Leave Bank members must donate one (1) full sick day each year which shall be deducted at the rate of 1/26th of a day per pay period for each of the twenty-six (26) pay periods. Members with at least fourteen (14) days of sick leave may voluntarily donate additional time to the Bank in one (1) day increments so long as the member maintains at least ten (10) days of sick leave. A regular part-time employee shall donate sick leave in the same proportion that their part-time service bears to full-time service.

If the SLB balance drops below 1,000 hours each member will contribute one (1) day of sick time. A regular part-time employee shall donate sick leave in the same proportion that their service bears to full-time service. Members with less than 11 sick days are exempted.

APPLICATION - The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between unit members appointed by the Association and the administration. A Sick Leave Bank member may apply to draw from the Bank by submitting a completed Sick Leave Bank Application, signed by a ~~physician~~ **health care provider**, stating the nature of the employee's illness or disability and its anticipated duration. If a majority vote by the Sick Leave Bank Committee approves an application, a member may draw upon the Bank after the exhaustion of the member's sick leave and all but ten (10) days of accrued leave other than sick leave [thus allowing the member to retain ten (10) days of total leave from personal, compensatory, and/or vacation time]. The Sick Leave Bank Committee shall determine the period of time the member may draw from the Bank. After an employee has drawn from the Bank for the approved period of time, not to exceed ninety (90) days, their case shall be reviewed by the Sick Leave Bank Committee upon reapplication by the employee. The Sick Leave Bank Committee may, by majority affirmative vote, authorize the employee to continue drawing from the Bank. Any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by majority vote of the Sick Leave Bank Committee.

Any vacation leave, ~~sick leave, and personal leave~~ which accrues to an employee during a period in which they are drawing on the Sick Leave Bank, shall be credited to the Bank.

Employees retiring from the University shall be permitted to contribute ~~any remaining~~ **up to 30** days of sick leave to the sick leave bank at their date of retirement before any payment for unused sick leave is processed.

It is further agreed that bank members may apply for leave required to care for the spouse, domestic partner, child, sibling or grandparent of either an employee or their spouse, parent whether biological, adopted, foster, through legal guardianship or in loco parentis, or a relative living in the immediate household of an employee when the member is on approved leave to care for a family member due to a serious health condition; or for additional leave under Article 9, Section 7. In both cases, the SLB shall grant up to four (4) weeks of income security from the Bank.

~~It is further agreed that bank members may apply for leave required to care for a child, parent, or sibling of either a bargaining unit member or their spouse; the bargaining unit member's spouse, grandchild or grandparent; or a relative living in the immediate household of a bargaining unit member in the event that close relative is suffering a serious health condition, or for additional leave under Article 9, Section 7. In both cases, the SLB shall allow for an initial grant of up to two (2) weeks.~~

5. Article 14 Compensation

Delete and Replace Section 1 in its entirety as follows:

Section 1

A. General provisions

1. Effective January 12, 2025, employees will receive an increase of three percent (3%) increase in base salary rate.
2. Effective July 13, 2025, employees will receive a two percent (2%) increase in base salary rate.
3. Effective January 13, 2026, employees will receive a two percent (2%) increase in base salary rate.
4. Effective July 12, 2026, employees will receive a two percent (2%) increase in base salary rate.
5. Effective January 14, 2027, employees will receive a two percent (2%) increase in base salary rate.
6. The parties acknowledge that once the Commonwealth provides the University with the necessary funding for collective bargaining agreements, the University's payroll staff needs to undertake a process to make the required changes in the payroll system and ensure these changes are fully compliant with the union contract and state and federal law. The amount of time required to make these changes will depend on the number of unions contracts that need to be paid out, the union headcount, the duration of the retroactive period (if any) and the number of other compensation changes in addition to the general wage increase. The University will make every effort to implement these increases as soon as possible. In most instances, the increases will be implemented within two to three pay periods after the date of the receipt of funds from the Commonwealth.

B. Adjustment Pool

1. Effective January 12, 2025, an Adjustment Pool equal to \$200.00 per FTE in the bargaining unit, shall be established.
2. The amount of the adjustment pool as determined by the System Office is \$175,872.34.
3. The Adjustment Pool shall be allocated as follows:

- Pool funds shall be allocated to cover costs related to the increase in holiday differentials as indicated in Article 12 at \$1.00 per hour.
 - All remaining funds shall be used for an annual personal wellness stipend effective the first full pay period of January 2025, and each January thereafter.
4. Funds from this pool shall not be used to increase salary rates or for classification increases. Eligible methods of distribution may include the following: Health & Welfare contributions, weekend differentials, shift differentials, holiday differentials, meal reimbursements, stand-by pay, uniform allowances, and mileage reimbursements.

C. Eligibility Requirements

To be eligible for any adjustment increases contained in sections A and B above, employee must be, including on authorized leaves of absences, on the effective date of such salary increases and either (a) on the payroll during the paid period during which such salary increase 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.

Delete and Replace Section 5 in its entirety as follows:

~~SECTION 5. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM OTHER STATE BARGAINING UNITS~~

~~A. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, in the grade level of the position which they are being hired into, shall be placed at the first step in grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to their entry into the bargaining unit.~~

~~B. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a lower grade level than the position which they are being hired into, shall be placed at a step-in grade in accordance with the provisions of Section 2 of this Article.~~

~~C. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by Division Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a higher grade level than the position which they are being hired into, shall be placed at a step-ingrade within their new job grade based upon the employee's years of service in the equivalent new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.~~

SECTION 5. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM OTHER STATE BARGAINING UNITS

A. EMPLOYEES ENTERING FROM ANOTHER UMASS AMHERST CLASSIFIED POSITION

An employee entering a position covered by this Agreement, without a break in service from a classified position at UMass Amherst, shall be placed at the appropriate step in the new salary grade:

- I. If the employee is entering from a position of the same grade to a USA position that is of the same grade, they shall be placed on the same step in the new title as they held in the current title prior to their entry into the bargaining unit.
 - a. Example: An employee entering from a grade 11, step 6 position in AFSCME, going to a grade 11 position in USA, shall be placed at grade 11, step 6 in the new position.
- II. If the employee is entering from a position of a higher grade to a USA position that is of a lower grade, they shall be placed on the same step in the new title as they held in the current title prior to their entry into the bargaining unit.
 - b. Example: An employee entering from a grade 11, step 6 position in PSU-B, going to a grade 10 position in USA, shall be placed at grade 10, step 6 in the new position.
- III. If the employee is entering from a position of a lower grade to a USA position that is a higher grade, they shall be placed on the same step in the new title as they held in the current title prior to their entry into the bargaining unit.
 - c. An employee entering from a grade 11, step 6 position in AFSCME, going to a grade 12 position in USA, shall be placed at grade 12, step 6 in the new position.

B. EMPLOYEES ENTERING FROM ANOTHER COMMONWEALTH OF MASSACHUSETTS CLASSIFIED POSITION

An employee entering a position covered by this Agreement, without a break in service from a classified position in a Commonwealth of Massachusetts public employer, shall be placed on the appropriate step in the new salary grade based on their years of service. *

- I. Example: An employee worked for a Massachusetts municipality for 8 years and left to work for a private company for 2 years. They are entering a grade 15 USA position and shall be placed at Grade 15, step 1. Since they were not working for a Commonwealth of Massachusetts public employer immediately preceding entering USA, they did not have any years of service.
- II. Example: An employee had worked for a Massachusetts municipality for 5 years, took a non-benefit eligible job in the department for a year, and then took a benefit eligible position in the municipality and worked for another 10 years. They are entering a grade 15 USA position and shall be placed at grade 15, step 10. The number of years of service is ten, as that is how many consecutive benefit eligible years they had worked for a Massachusetts public employer immediately preceding entering USA.

* Years of service are defined as the consecutive, benefit eligible years worked for a Commonwealth of Massachusetts public employer immediately preceding entering USA. It is the employee's responsibility to provide documentation from prior employer(s) to demonstrate their years of service.

C. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM A PROFESSIONAL POSITION

An employee entering a position covered by this Agreement, without a break in service from a professional position at a Commonwealth of Massachusetts public employer, including UMass Amherst, shall be placed on the appropriate step in the new salary grade based on their years of service. *

- I. Example: An employee is entering from a professional position at UMass Amherst, where they have 8 years of service, to a USA grade 15 position. They shall be placed at grade 15, step 8.
- II. Example: An employee is entering from a Massachusetts municipality, where they had worked for 10 years in a professional position, to a USA grade 15 position. They will be placed at grade 15, step 10.
- III. Example: An employee worked in a professional position for a Massachusetts municipality for 5 years then took a non-benefit eligible job in the department for a year, and then took a benefit eligible position in the municipality and worked for another 10 years. They are entering a grade 15 USA classification, and they shall be placed at grade 15, step 10. The number of years of is ten, as that is how many

consecutive benefit eligible years they had worked for a Massachusetts public employer immediately preceding entering USA.

* Years of service are defined as the consecutive, benefit eligible years worked for a Commonwealth of Massachusetts public employer immediately preceding entering USA. It is the employee's responsibility to provide documentation from prior employer(s) to demonstrate their years of service.

Delete Section 8 in its entirety:

~~SECTION 8. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM ANOTHER CAMPUS BARGAINING UNIT~~

~~An employee entering a position within the bargaining unit covered by this Agreement, and:~~

- ~~• without a break in service;~~
- ~~• from an on-campus position determined by the University to be a type with similar duties and responsibilities to the position in this unit; and~~
- ~~• in the grade level of the position which they are being hired into~~

~~shall be placed at the first step in grade up to the maximum of the grade, which is closest to (but not higher than) the rate of compensation received immediately prior to their entry into the bargaining unit.~~

6. Article 17 Vacancies and Promotions

Edit and Replace Section 1A in its entirety

A. The hiring manager is recognized as the sole authority to appoint an applicant to a vacant position. When the appointing authority hiring manager determines that a vacancy is to be filled, it will be made public on a website designated for that purpose and through which applications shall be submitted. The appointing authority will not be obligated to consider an application for a position from an employee who has not submitted their application by the date on which the posting states it will close.

Edit remainder of article as follows:

B. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

SECTION 2. Vacant positions in the bargaining unit will be posted as internal campus job postings on the University's online ~~applicant tracking system~~ **internal classified careers page** for a minimum of seven (7) **business calendar** days before being posted for external (off-campus) applicants. Applications submitted online by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered **if meeting the minimum qualifications** prior to interviewing any external applicants for the position. ~~Internal applicant may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to hold internal campus job posting if the written application form is received after the seven (7) business day internal posting period.~~ **Once a position moves from an internal campus job posting to an external posting, internal candidates will be considered with the same standing as an external applicant.**

SECTION 3. In filling vacancies **for internal candidates pursuant to Section 2 above**, campus seniority will govern where, upon review by the ~~appointing authority~~ **hiring manager**, the ability, experience, training, and education of the applicants are equal. In the event the **hiring manager** fills a vacancy by appointing a non-bargaining unit applicant and such appointment results in bypassing ~~the campus seniority of a bargaining unit applicant~~, then the reasons for bypassing the bargaining unit employee's seniority, if requested, shall be given in writing to the employee and/or the Association.

Only **the most** senior bargaining unit member who has been bypassed, and/or the Association, shall have the right to request such information. Under these circumstances, the ~~appointing authority's~~ **hiring manager's** determination may be grieved and processed through arbitration. In the event arbitration is invoked hereunder, the arbitrator's authority shall be limited to reviewing, consistent with the criteria set forth herein, the ~~appointing authority's~~ **hiring manager's** determination that the qualifications of the successful and unsuccessful candidates are not equal. A unit member or the Association may grieve their non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

SECTION 4. The Employer shall use reasonable efforts to answer requests for information regarding the search and selection procedure submitted by the senior unit member, who has been bypassed and makes such request pursuant to Section 2 or Section 3 and requests made in the investigation of a grievance filed under Section 2 or Section 3.

SECTION 5. TRIAL PERIOD

A. An employee, who is appointed to a different position, shall serve a ~~two (2) month~~ **sixty (60) calendar day** trial period from the effective date of the appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from the most recent date of hire.

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the ~~CEO~~ hiring manager, the hiring manager may said employee shall revert the employee back to their former position. This matter may be a proper subject for the Grievance procedure.

C. If the employee is not satisfied with the new position, they may elect to return to the former position within ~~thirty (30)~~ sixty (60) calendar days from the effective date of the said new appointment.

D. All appointments made, ~~related to~~ under this section, shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies, resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally ~~at least~~ until the appointed employee has completed their trial period. The employer shall notify all employees of this provisional appointment trial period.

E. During the ~~two (2) month~~ there will be no changes made to the employee's previous job description so that if it is necessary for their return to said department, their original position will be available. Also during this two (2) month trial period, it is strongly encouraged that the supervisor will conduct a ~~thirty (30) day evaluation~~ sixty (60) day trial period, if it is necessary for an employee to return to their previous role and the job description has been updated after they vacated the position, the job description will revert to the previously approved version. Supervisors shall conduct a thirty (30) day evaluation during the sixty (60) day trial period to help the employee with their decision on returning to the previous position.

SECTION 6. The step anniversary date shall only change when an employee is promoted into a higher graded position per this Article and shall be the appointment date on which they occupy the position. There shall be no change to a step date for an employee occupying a higher graded position through a temporary promotion or out-of-title work, per Article 19, Out of Title Work, or a grade increase through a reclassification per Article 20, Classification or Reclassification.

SECTION 7.

A bargaining unit vacancy may not be filled with a ~~CC~~ temporary/03 employee unless it is to meet one of the following conditions:

- a. Temporarily replace a bargaining unit member, who is on approved leave of absence.
- b. To fill a position that is known to be of limited duration or duration of less than twelve (12) months.
- c. To deal with an emergency situation.

SECTION 8.

A. The University may advertise and fill new bargaining unit positions as temporary appointments. A temporary appointment shall not exceed two (2) years but may be extended one (1) year upon written notice to the Association. When the University seeks to fill a temporary position, it shall identify the position as temporary on the designated web site.

B. A temporary employee, who has completed their term of appointment before ~~three (3)~~ **two (2)** years have elapsed, may be separated from the University without recourse to Articles 22, except as provided herein, and Article 26. Laid off temporary employees shall be considered “off campus” applicants when they apply for a position they held as a temporary appointment that becomes permanent. For all other positions, they shall be considered “on campus” applicants for two (2) years from their date of layoff.

SECTION 9. The University shall designate and advertise a specific website at which all applications for employment and job vacancies shall be listed and to which applications shall be submitted. Bargaining unit employees who cannot use computers or have no access to computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

SECTION 10. Every month the employer shall provide the Association with a list of the name, requisition or posting bid number of employees hired into vacancies as described in this Article. This list shall include the bargaining unit of each employee hired.

7. Article 20 Classification and Reclassification

SECTION 1. CLASS SPECIFICATIONS

A. **The Office of Human Resources Compensation Unit (OHRCU) appointing authority shall will** provide the Association with a copy of the class specification of each title covered by this contract for which such a specification exists.

B. **Upon request, each employee in the bargaining unit shall be permitted by** ~~Each Employee in the bargaining unit shall be permitted by the OHRCU appointing authority to have access to examine their class specification.~~

SECTION 2. INDIVIDUAL APPEAL OF CLASSIFICATION

The parties agree that any appeal, pertaining to reclassification or reallocation, shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein. An employee, who seeks a reclassification may request an audit of their position **using the Request to Appeal Classification form on the form attached hereto (Appendix C).** ~~The appeal process will follow the procedures below, State or Trust-Funded, based upon the higher percentage of funding of the position at the time the appeal is filed. In the event of an equal split of funding the State-Funded procedure will apply.~~

A. STATE-FUNDED POSITIONS

1. **The employee will file a completed Request to Appeal Classification form with the OHRCU.**
2. **The OHRCU designee will provide the employee with a copy of the questions that will be asked during the job audit interview and will schedule a job audit**

- interview within 45 days. The OHRCU reserves the right to close out appeals after 30 days of no ~~for lack of~~ response to the initial job audit interview request.
3. The OHRCU designee will provide a preliminary decision in writing to the employee within ninety (90) calendar days.
 4. The employee has (10) working calendar days to review the preliminary decision; and if contested, may submit a rebuttal letter to the OHRCU.
 5. A final decision letter will be provided to the employee within ninety (90) calendar days. If the employee wishes to appeal the final decision of the OHRCU, they will be provided with instructions in accordance with Section 49 of Chapter 30 of the Massachusetts General Laws.

~~The employee shall file said form with the Manager of Total Compensation or designee and shall forward a copy of same to the Association. The Manager of Total Compensation or designee or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request. The Manager of Total Compensation or designee shall make a final determination within thirty (30) calendar days of the hearing whenever possible.~~

~~The decision of the Manager of Total Compensation or designee may be appealed within ten (10) calendar days to the Director of Human Resources or designee, who shall issue a decision within thirty (30) calendar days of receipt of the appeal but not more than sixty (60) days.~~

SECTION 3: B. TRUST-FUNDED POSITIONS

The parties agree that the procedure herein provided shall be the sole procedure for reclassification of "trust funded" positions and the grievance and arbitration procedures of Article 27 shall not apply. ~~Within ten (10) working days of completion of the job audit, the Manager of Total Compensation or designee or designee shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Association may participate in the hearing.~~

1. The employee will file a completed Request to Appeal Classification form with the OHRCU.
2. The OHRCU designee will provide the employee with a copy of the questions that will be asked during the job audit interview and will schedule a job audit interview within forty-five (45) days. The OHRCU reserves the right to close out appeals after 30 days of no ~~for lack of~~ response to the initial job audit interview request.
3. The OHRCU designee will provide a preliminary decision in writing to the employee within ninety (90) calendar days.
4. The employee has ten (10) working calendar days to review the preliminary decision; and if contested, may submit a request for an appeal hearing to the OHRCU.
5. An appeal hearing will be conducted within ninety (90) calendar days. The employee may elect to have the Association participate in the appeal hearing.

6. A decision letter will be provided to the employee within ninety (90) calendar days. If the employee wishes to appeal this decision, they may submit a written request within ten (10) calendar days to the Compensation Director, who will issue the final and definitive decision within ninety (90) calendar days of receipt of this request.

SECTION 4-3. NOTICE TO THE ASSOCIATION

The ~~OHCRU University~~ shall provide notice to the Association of any and all reclassifications filed by or on behalf of **any unit member**. ~~bargaining unit members and the ultimate disposition of any and all reclassifications.~~

~~SECTION 5. CAMPUS BARGAINING UNIT NEEDS AND ANOMALY CORRECTION POOL~~

~~Effective on the date on which this agreement is funded, there shall be a one-time salary and Campus Bargaining Unit Needs and Anomaly Correction Pool consisting of 3/10th of 1% of the total payroll as of July 8, 2007. As soon as possible after ratification of this contract the parties shall meet to bargain over guidelines for the expenditure of these funds.~~

8. Article 22 Layoff and Recall

Edits to Section 1 as follows:

C.

1. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled ~~have the ability to perform the job provided the employee~~ **can perform the work and meets the minimum qualifications.**
2. Employees who would have been laid off, except that they exercised their options under Sections ~~F~~ **G** and ~~G~~ **H**, and accepted positions in lower graded classifications from the one they held before the layoffs, shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled have the ability to perform the job. Said employees shall retain the right to be recalled for one (1) year from the date of their layoff.

E. Employees to be laid off will be notified of such layoff in writing, as soon as practicable, but in no event less than thirty (30) calendar days prior to the layoff. The Association will be sent a list, from the appointing authority, of the employees being laid off at the same time as the written notices are given to the employees. The University will provide, within five (5) calendar days, the ~~Form 30s~~ **position description** and other information necessary for an employee scheduled to be laid off to make an informed decision on bumping options. **Employees have ten (10) calendar days from the date of**

layoff notice to invoke their 22G rights. Notification will be provided to the Union and Labor Relations of this decision.

G. In the event an employee is scheduled to be laid off or is on layoff status, as set forth in Article 22, and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, provided the employee can perform the work **and is minimally qualified**, campus seniority shall prevail in permitting such an employee to fill such position. ~~Any employee, in such category, shall have their name forwarded for any vacant position prior to Article 17 being applicable.~~ **Should the employee in layoff status apply to any position(s) already posted, they shall notify their Human Resources Business Partner of their application while the position remains posted.** An employee may refuse an interview offered in accord with this provision and continue to have their name forwarded. An employee, who is offered a position through this process and declines it, shall not continue to have their name forwarded. Should the University fail to inform an employee of their rights under this Article 22, Section G, within ten (10) days from the date of the notice of layoff, the employee's lay off date shall be extended one day for each day the University fails to meet its obligation.

If the employee in layoff status is not selected for an interview or hired for a position they have applied for, a separate letter will be submitted by the Department and reviewed by Central HR stating the specific reasons why the employee cannot perform the work. The letter must be approved by Central HR before proceeding to the internal or external posting process.

The letter must include:

- The position, its state title and the requisition number for that vacancy.
- A copy of the most recent Position Description for that position-
 - A narrative based on the Minimum Qualification required at hire found in the "Minimum Qualifications" section of the Position Description, which explains why the laid off employee[s] referred to your department cannot perform the work.

K.-Notwithstanding their position on the seniority list, Association stewards, in the event of a layoff, shall be offered the first open job in the bargaining unit, ~~which they can perform in their specific district and~~ **that they are minimally qualified for.** Notwithstanding their position on the seniority list, eleven (11) Association officials, ~~including the grievance officer, chief stewards and the most senior stewards~~ shall continue to be employed at all times in the event of a layoff, provided they can perform the duties of any available bargaining unit positions.

9. Article 23 Seniority & Steps

Edits to Section 3 as follows:

An employee's seniority shall be terminated and **their** rights under this Agreement forfeited for the following reasons:

- A. Discharge for cause, resignation, or retirement.
- B. Exceeding an authorized leave of absence unless excused by the appointing authority.
- C. Failure to **return to work within three (3) ten (10) calendar-business** days after notification of ~~r~~Recall from layoff by the appointing authority. Such notice shall be by registered mail to the last address furnished to the campus by the employee.
- D. If an employee is laid off for a continuous period of two (2) years or **their** length of service whichever is less.

10. Article 25 Health and Safety Procedures

Edits to article as follows:

SECTION 1-3: No Change

SECTION 4.

~~Eye shields, ear guards, or other protective face guards shall be furnished without cost to all employees, where required, for their work in the units represented by the Association. If an employee loses these eye shields, then the employee shall assume all costs of replacement.~~
The University shall provide personal protective equipment (PPE) to employees whose work activities expose them to health and/or physical hazards that cannot be eliminated through engineering or administrative controls. The Environmental Health and Safety Department will assist Supervisors in preparing Personal Protective Equipment Hazard Assessments as needed.

SECTION 5 –18: No Change

SECTION 19

Within thirty (30) days of the execution of this Agreement, the appointing authority and the Association agree to create a joint Health and Safety Committee (JHSC) consisting of two (2) representatives chosen by the appointing authority and two (2) representatives chosen by the Association. The Committee shall meet at least semi-annually and may recommend safety and training programs to the appointing authority. **The union may request representatives whom they wish to address specific topic(s) of concern to attend JHSC meetings.**

SECTION 20-25. No Change

11. Article 27 Grievance and Arbitration Procedure

SECTION 1. INTRODUCTION

The parties recognize that G.L. c. 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or an employee or group of employees and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution of all disputes involving the interpretation or application of this Agreement, unless such matters have been specifically excluded from these procedures. Further, each party hereby waives its right if any, and the rights of all those whom it represents, if any, to use any other procedure established by law to initiate binding arbitration of grievances. In the event the Association or an employee elects to pursue any matter covered by this Agreement in any other forum, the Employer shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this ~~Article or Article 26 herein~~ **the Non-Discrimination/Harassment articles therein.**

SECTION 2. DEFINITIONS

- A. **Informal Conciliation Period Step** – “~~Conciliation Period Step~~” shall mean the period of time for an informal grievance process, the rights of which may be exercised by the Grievant or Association to request a meeting of any Grievance. The period ends 10 days after said meeting, with the possibility of extension upon mutual agreement of the parties. The parties may also re-open the conciliation period at any time of the grievance process upon mutual consent of both parties.
- B. “Grievance” shall mean an allegation by the grievant(s) or the Association that an express provision of this Agreement has been breached in its application to them. A formal grievance shall state all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- C. Grievant – “Grievant” shall mean an employee, a group of employees, or the Association on behalf of the employee(s), as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
- D. Day - Except as otherwise provided in this Article, “day” shall mean a working day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in Article 12 of this Agreement ~~or duly authorized skeleton days.~~ **The day of submission is not counted as a day for purposes of this Article.**
- E. Immediate Supervisor – The term “Immediate Supervisor” for the purpose of this Article shall mean the first line ~~work supervisor designated by the CEO~~ **non-unit Supervisor or designee.**
- F. ~~Intermediate Supervisor~~ **Major Business Unit Lead/Designee** – The term “~~Intermediate Supervisor~~” **“Major Business Unit Lead/Designee”** for the purpose of this Article shall mean the **Major Business Unit (MBU) head or Designee** ~~intermediate work supervisor designated by the CEO.~~

SECTION 3. INTENT

It is the intent of the parties that both the employee(s) and the supervisor(s) work to promote collaborative and harmonious working environments. It is the intent of the parties in this

agreement to use their best efforts to encourage the informal and prompt resolution of grievances which may arise between the Union or an employee or group of employees and the Employer. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision. The parties recognize that the purpose of this procedure is the resolution of grievances through voluntary agreements, when possible. All settlement discussions or offers of settlement in the grievance procedure shall not be used for purposes of arbitration. Written documents prepared by either party in the grievance process shall be considered part of the record for purposes of arbitration.

SECTION 4. TIME LIMITS

Time limits provided herein may be extended or delimited by written mutual agreement. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; however, provided that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. Failure of the Employer/University Administration to respond to any grievance, within the specified time limits of this Article, shall mean that the grievant(s) or the Association may take the grievance to the next level of the grievance procedure.

SECTION 5. ELIGIBILITY

During the probationary period a bargaining unit member shall not have recourse to this Grievance and Arbitration Procedure except as expressly provided in Article 17A as follows. During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedure provided herein, except discipline or discharge for lawful and protected Association activity or as indicated pursuant to Article 29.

SECTION 6. PROCEDURES FOR FILING A GRIEVANCE (Formerly Section 3)

To initiate a formal grievance, a grievant **and union representative** shall file, in writing (either electronic or on paper) on the Official Grievance Form attached hereto as Appendix E, a grievance at the appropriate level. A grievance may be filed at the level at which the action or inaction being grieved occurred. If the hearing officer at the level at which the grievance is filed finds that the grievance has been filed at the wrong level, it will be returned to the grievant(s) without prejudice for filing at an appropriate level. No such notice may be filed more than thirty (30) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. Upon mutual agreement of both parties, the parties may enter a conciliation period at any point in the grievance process, tolling all procedural timelines.

A. Step 1: Informal Conciliation Step – Immediate Supervisor and/or Human Resources/Labor Relations Representative - A grievant **and union representative** may institute the grievance procedure of this Article by notifying their immediate supervisor and/or the appropriate Human Resources representative **in writing** that a grievance exists. The parties, which may include a union representative, shall meet as

soon thereafter as practicable, whether remotely or in-person, to try to resolve the matter informally during the conciliation period. Any resolution shall be consistent with the contract and without precedent to any future matters between the University and the Association. A grievant **and union representative** may initiate the formal grievance process if resolution cannot be reached. **(IS THIS SENTENCE REDUNANT?: A grievant may proceed to Step 2 if a resolution cannot be reached.)** **The grievant shall be provided with a written determination within ten (10) days of the Informal meeting.**

B. **Step 2: Intermediate Supervisor Business Unit Lead/Designee** - If the grievant elects to proceed to this Step, then within ten (10) days after the receipt of the Step 1 decision, the grievant **and union representative** shall file a grievance with the ~~intermediate supervisor~~ **business unit lead/designee** and provide a copy to the Immediate Supervisor. The ~~intermediate supervisor~~ **business unit lead/designee** shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant to resolve the dispute and shall respond in writing within ten (10) days from the date of the meeting.

C. **Chief Executive Officer of the Campus or designee (hereinafter in this Article "CEO") Step 3: Vice Chancellor of Human Resources or Designee** - If the grievant **and union representative** elect to proceed to this Step to appeal a Step 2 decision, then within ten (10) days of receipt of the Step 2 decision, they shall send a notice of this intent to the ~~CEO~~ **Vice Chancellor of Human Resources/Designee** and a copy of the notice to the ~~intermediate supervisor~~ **Business Unit lead/Designee** who, upon receipt of said notice, shall forward the grievance record to the ~~CEO~~ **Vice Chancellor of Human Resources/Designee**. The ~~CEO~~ **Vice Chancellor of Human Resources/Designee** shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant for a review of the grievance and shall respond in writing within ten (10) days of the date of the meeting.

D. **Step 4: The President of the University of Massachusetts or Designee (Hereinafter in this Article "the President")** - If the grievant **and union representative** elect to proceed to this Step, then within ten (10) days of receipt of the Step 3 decision, he/she shall file a notice of this intent with the President/Designee and a copy of such notice with the ~~CEO~~ **Vice Chancellor of Human Resources/Designee**. The ~~CEO~~ **Vice Chancellor of Human Resources/Designee** shall forward, forthwith, a complete copy of the grievance record to the President/Designee. Within ~~thirty (30)~~ **ten (10)** days of receipt of the notice required to initiate this step, the President **or Designee** shall, ~~review said grievance and issue a written decision. A brief must be submitted within ten (10) working days of the notice to appeal.~~ **contact the parties to schedule a meeting for a review of the grievance to take place within 60 days of the receipt of the notice. The President or Designee shall respond in writing within thirty (30) days of the date of the meeting.**

E. **Mediation.** The parties may agree, as an alternate to step 4, to refer the matter to Grievance Mediation. A grievance mediator may be requested from the Commonwealth of Massachusetts Division of Labor Relations or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Association may proceed to step 5 Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications, and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is

to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration

F. Step 5: Arbitration

Initiation of Arbitration: Within fifteen (15) days of receipt of the step 4 decision arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance, the resolution of which has been previously sought by a member or members of the Association, then such member or members shall join in or shall be deemed to have joined in, as a party to said proceeding and shall be bound in all respects by the decision of the arbitrator to the same extent as the Employer and the Association.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable prior steps of the grievance procedure, except as is otherwise provided in Article 26 hereof.
3. The Association shall initiate arbitration by giving written notice to the President and the ~~CEO~~ **Vice Chancellor of Human Resources/Designee** within the said fifteen (15) days that it intends to submit a grievance to arbitration.
4. The Association and the Employer and/or the appointing authority shall select an arbitrator from the following panel of arbitrators: Gary Altman, Timothy Buckalew, Richard Boulanger, **Diane Cochran**, Joan Dolan, Roberta Golick, **Ann Gosline**, **Michael Ryan**, and **Harvey Shrage**. The arbitrators shall be used on a rotating basis. **The list above is subject to periodic review to ensure all eligible arbitrators are included.** If the next in line cannot be available in a reasonable period of time, the next shall be selected.
5. The arbitrator shall convene a hearing on the issue presented by the Association giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall provide notice to the parties of the scheduled hearing date.
6. The parties shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the grievance and his/her authority to render an award, shall be governed solely by the provisions of this Article.

G. Decision of the Arbitrator:

~~Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:~~

- ~~1. Whether the Association and an employee or group of employees sought resolution of the grievance through the applicable steps of this Article; such employee or group of employees has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;~~
- ~~2. Whether the complaint alleges an express breach of the contract;~~
- ~~3. Whether the arbitrator has jurisdiction to arbitrate;~~
- ~~4. Whether an express provision of this Agreement has been violated in its application to the grievant.~~

~~The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.~~

~~Anything herein contained to the contrary, notwithstanding, in making a decision, the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.~~

The arbitrator shall render a decision in writing, The arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding.

Costs of Arbitration: In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Association and fifty percent (50%) by the University. In all other respect, the parties shall bear their own costs of arbitration.

SECTION 6. ASSOCIATION REPRESENTATION

Any member of the unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Association represent him/her at any step of the grievance procedure. No other representation shall be permitted. The Association shall notify the immediate supervisor, the department head, the ~~CEO~~ Vice Chancellor of Human Resources/Designee, and the Chancellor, as the case may require, of the name and address of such Association representative at the time they is so authorized to represent the grievant.

~~No party shall have any person(s) present at any of the grievance hearings (except for Step 4 5, the Arbitration level) who is there specifically to act as legal counsel.~~

SECTION 7. WAIVER, ADMISSION AND TERMINATION

A. **Waiver** - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; however, provided that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. Failure of the Employer/University Administration to respond to any grievance, within the specified time limits of this Article, shall mean that the grievant(s) or the Association may take the grievance to the next level of the grievance procedure.

B. **Admission** - The resolution of a grievance by the immediate supervisor, ~~business unit lead/designee~~, the department head, the ~~CEO~~ Vice Chancellor of Human Resources/Designee, the Chancellor, or any of their designees. as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.

C. **Termination** - If any party to this Agreement or any employee shall initiate any proceeding relating to a grievance in any administrative or judicial forum, or pursuant to any administrative procedure adopted from time to time by the Board of Trustees,

while a proceeding relating to such grievance is pending under any provision of Section 3 of this Article, such Section 3 proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

D. **Grounds of Appeal** - The Employer and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11, and 12 of the General Laws.

SECTION 8. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official personnel file of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance; however provided that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

SECTION 7. APPLICATION

The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

12. Execution of Side Letter for Article 29 – Employee Evaluation

The University presents a Counter Proposal to the University's original Proposal #9 regarding Employee Evaluations, proposing to convert the Annual Performance Evaluation Form to an online format via side letter.

13. Execution of Side Letter for Article 17, Section 2A – Vacancies and Promotions

Within ninety (90) days of the President of the University signing this agreement the parties shall convene a joint labor-management committee to design and implement a pilot program to explore a major budgetary unit (MBU) only search option for vacancies within USA. Once implemented, the pilot program shall continue for no less than one year and shall be assessed by the joint labor-management committee upon conclusion.

14. Execution of MOU

Execute MOU as follows:

MEMORANDUM OF UNDERSTANDING

Whereas the University of Massachusetts Amherst (“University”) plans to implement a time and attendance system and,

Whereas the University notified the University Staff Association, MTA/USA, collectively known as “the Union,” of such desire in October 2024 negotiations, and the parties agree to engage in good faith negotiations pursuant to MGL c. 150E; and,

Whereas the University and the Union both desire that the negotiations occur in a harmonious and amicable fashion:

The parties hereby agree as follows:

1. Any and all proposals on Article 8 section 8 submitted by the University will be removed from main table bargaining and transitioned to side table discussions to commence within 90 days of execution of this agreement.
2. The parties agree that for the purposes of these discussions, the impact(s) of this implementation will be the primary focus.
3. Discussions will conclude within 90 days of the first meeting, unless the parties mutually agree to extend discussions.
4. The union will be notified and given the opportunity to bargain should the business use of the system change.
5. Nothing in this MOU shall be construed as an agreement to change the terms and conditions of the Collective Bargaining Agreement, including but not limited to Article 8 Section 8.