For USA member's consideration: SUMMARY of the USA and UMass MEMORANDUM OF AGREEMENT for our Collective Bargaining Agreement (Contract) July 1, 2017 to June 30, 2020

<u>Salary:</u> A 2% increase to the salary schedules contained in the expired agreement effective July 1, 2017, July 1, 2018 and July 1, 2019. Retroactive for members who died, retired, or were laid off prior to the contract being paid.

<u>Article 1 and Article 29 – We</u> can now represent supervisors (who do evaluations of other members—has to be above grade 15). This will allow us to have a better career ladder within USA.

Article 4 -cleaned up language about membership

<u>Article 6 – Expanded our member's rights and your union's right to information.</u>

Members can use University campus mail and email systems if it doesn't interfere with your regular job duties and is done in accordance with University policies. You can get on our website at work and email the union during lunch and breaks. If there isn't a computer, the University must supply access to email, the internet and a printer (for pay advice). It should be over breaks, but if that doesn't work, it can be on work time. If you need to spend the day at a worksite with no access to computers, you can work out a time at the beginning or end of shift to check email and the like.

The University has to let us know prior to providing it, if it is compelled to provide an outside company with your home address, personal email address and home telephone number.

Better rights around new member sessions so we can inform folks about their membership rights sooner.

The University will provide better information so that your union can better stay in touch with members, monitor the use of cc/03s, and get information on supervisors (Sometimes members are not clear on who their actual asupervisor is).

Fix language about your union president's release time president in case a president has to resign, for example, for health reasons, and to make it less disruptive and insure members are able to meet with the president in a more timely manner.

Article 8—Improve the shift differential to a dollar from 75 cents.

<u>Article 9—</u>Leave (parity with PSU). Add sibling, grandparent and grandchild to relatives covered by sick leave. Allow ten days sick leave (in some circumstances up to 60) for foster care and adoption issues.

Improved the confidentiality of Fitness for Duty evaluations, including by moving the information away from an employee's department and clarified the right of the member to medical information gathered by the University and recognized that the member's doctor should have input.

For Parental Leave added "foster" and "child under legal guardianship" to definition of "minor dependent child" (parity with PSU).

Add 30 day Organ Donation leave, five day bone marrow donation leave, two hour blood donation leave. (Parity with PSU)

Add 15 days of paid leave for victims and survivors of domestic violence, sexual assault, stalking or kidnapping. (Parity with PSU)

Except for essential personnel, when the campus closes for weather or other emergency, members who can't come to work will only be charged time for the time that the University is open during their shift.

Article 10—Sick Leave Bank.

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 her/his part- time service bears to full-time service.

A member going on the bank can now keep 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].

Bank members may now apply for two weeks leave to care for a child, parent, or sibling of either a bargaining unit member or his/her 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 a close relative is suffering a serious health condition, or for additional maternity and paternity leave under Article 9, Section 7. They may also apply for extensions.

Article 14—New section on Longevity

Every member who has 15 or more years of service as of Nov. 1, 2018, will get the following lump sum in the first December 2018 payroll period:

Service	Payment
15 years +	\$150.00
20 years +	\$200.00
25 years +	\$250.00
30 years +	\$300.00
35 years +	\$350.00
40 year +	\$400.00

In 2019, every member who hits one of the five year increments as of Nov. 1, 2019, will get the lump sum in the first December 2018 payroll period.

We hope to extend this into future contracts.

Article 17—Step anniversaries will only change for promotions, but not reclassifications.

Article 24 This is just a summary. Consult the MOA for more details

STUDENT TUITION CREDIT

Current/Active University Employees ¹		
Graduate Courses or Programs	100%	
Undergraduate Courses of Programs	100%	
Retired University Employees ²	100%	
Spouses and Dependent Children of Current/Active University Employees		
Graduate Courses or Programs	20%	
Undergraduate Courses ofr Programs		
University Employee w/ < 2 FTE Years of Service	15%	
University Employee FTE Years of Service	60%	
Spouses and Dependent Children of Retired University Employees ³	60%	
Spouses and Dependent Children of Deceased University Employees ⁴	60%	

¹Part-time University Employees are eligible for up to seven (7) credits per semester.

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

Section 2 Tuition Discounts for Continuing Education courses at UMass campuses

Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in

Continuing Education programs or courses equal to fifty percent (50%) of the tuition.

The following side letters shall be added to the contract:

Side Letter 13:

Sick and Vacation Leave Review. The parties agree that not more than ninety (90) days after funding of this agreement a joint labor-management committee shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap shall be placed on the accrual of sick leave for employees hired on or after July 1, 2018. For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to reach mutual agreement on a replacement system, the sick-leave and vacation-leave systems contained in the contract covering July 1, 2012 to June 30, 2014, will continue without any additional accrual limits.

New Side letter 19:

Within ninety (90) days of the signing of this contract by the President of the University or his designee the parties shall convene a labor-management committee consisting of up to 5 representatives from each party to the contract to discuss updating and adding titles to the list of titles contained in Appendix D of this agreement.

New Side Letter 20:

²One (1) program of study.

³One (1) program of study; undergraduate only

⁴With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

Within ninety (90) days of the President of the University signing this agreement the parties shall convene a joint labor-management committee to explore the feasibility in implementing on line dues/agency service fee deduction authorization including e-signing.

New side letter 21: Within ninety (90) days of the President of the University signing this agreement the parties shall convene a joint labor-management committee to develop a voluntary transfer process which shall be effective July 1, 2019.

New Side Letter 22:

The employer and union shall work to eliminate workplace bullying between coworkers and employees and supervisors at the University through training and prevention. Bargaining unit members shall have access to an impartial Workplace Bullying Grievance Procedure as determined by the UMass Committee on Workplace Climate and Bullying (or its successor), which includes representatives from the USA and other campus unions."