



## **Contract Highlights**

**3-year contract: 7/1/20 – 6/30/23**

### **Pay Raises for all Current, Laid off and Retired Members**

- July 1, 2020 - increase of 2.5%\* | July 1, 2021 - increase of 2% | July 1, 2022 - increase of 2%  
*Note: .5 % is settlement of the PFML deduction*
- Full retro from July 1, 2020, to date of funding
- For a total of 6.5% salary increase over the life of the contract

### **Additional One – Time Payments**

- One-time “COVID Recognition Payment” for all employees of \$1,000 or 1.5% of their salary, whichever is greater (1.5% of \$66,666 is \$1000); calculated after the COLA are added for July 1, 2020 and July 1, 2021 (Employees must be on payroll at time of signing contract).
- \*One-time “COVID Hazard” pay bonus for employees, who were required to be on campus or in a hybrid position from November 2020 through end of May 2021. \$2000 for those required to be fully on campus, \$1000 for hybrid or part time employees.
- \*One-time bonus of \$800 for employees who worked on campus from March to September 2020 and did NOT work on a rotational basis (This is to compensate those employees who had to be on campus every day, not workers who took turns working on all shifts and/or working onsite or remotely within a department)

### **Additional Monetary Gains**

- Essential Personal compensation rate increase to 2.5x hourly rate

### **Language gains to existing language**

- Add the term “Sexual Harassment” to our Respectful Workplace language, Article 7
- Bereavement (Article 9): add aunt & uncle to one-day bereavement leave and ability to defer any number of allotted days to later date
- Add the Juneteenth Holiday (Article 12)
- Change Columbus Day to Indigenous People’s Day (Article 12)
- Change to ensure that 35 -week employees earn steps annually (Article 14)
- Clarify salary calculation for unit members accepting a demotion (Article 14)
- Addition of “Informal Grievance” process (Article 27)
- Better Labor Management language for more frequent meetings and ability to handle matters easier

## New Language

- Flexible work Arrangement from COVID MOA
- Add Anti-Bias training
- Allow voluntary internal transfers within Executive Areas without posting to PageUp
- Add Reopener clause for any additional COVID/Hazard compensation
- Side letter on Childcare proposal
- Inclusive language side letter to make contract language more inclusive
- Agreement to keep select articles open for potential further bargaining prior to next contract: Evaluation, Vacancies and Promotions , and Classification processes
- Add language clarifying pay for UMass Amherst employees coming from other units
- COVID Hazard pay MOA (see above)\*

## Management Proposals: What We Fought Back

- Change to our attendance language regarding punctuality. The Union felt it was narrowing an employee's rights to emergency leave and increasing management's ability to discipline. Much of this proposal is addressed in the contract in other articles. USA Rejected and University withdrew.
- Members as mandated reporters for Title IX. USA – firm NO, USA rejected. We do not want members to be REQUIRED to report possible instances and thus be liable in any legal proceedings. We want students and staff to be safe and harassment free, but this was not going to do that.
- Leave: changes to advance leave requests for approval. USA rejected and felt it was not necessary as much of the proposal is addressed elsewhere in the contract and under the University cascading policy.
- Change to Sick Leave Bank Language: eliminating the unlimited donations of sick days to the bank for employees who are retiring. USA Rejected, ultimately the University withdrew.
- Changes to Vacancies & Promotion Language that would allow department/colleges to “invite” applications from unit members within the department – unclear if they were trying to avoid posting the vacancy. USA rejected.
- New Article on Employees with Disabilities. USA made a counter but rejected their version due to it did not address the issue fully
- Change to Grievance & Arbitration procedure allowing members to withdraw and close matter with prejudice. The Union felt that members might be coerced to withdraw grievances themselves without help and advice from Union. USA rejected.
- Change to evaluation process and making more in line with PSU. USA rejected but agreed to keep a side letter to address later with a joint committee.
- Renewal of Side Letter 14 to form a joint committee to review the Evaluation Process. Existing letter covers this process. University withdrew.

- Change to the Classification & Reclassification system. USA rejected but agree to keep article open for discussion. The University's proposal extended timelines for decision. USA and the University both have an interest in improving this process but did not have time to fully address in this round. The process and complicated and needs attention. We hope to address in next contract if not sooner.
- Changes to the term "appointing authority" to "hiring manager" in Article 17 only. USA rejected but agreed to maybe revisit next round. We felt the term of "hiring manger" was something used in PageUp and very confusing given that there are many sections in our contract that use "appointing authority".

### **What Proposals USA withdrew**

- Increase in Health & Welfare contributions (Article 16): to increase the Employer's contributions to the Health & Welfare Plan each year of the contract. USA withdrew this proposal because the Administration indicated that there may be a state-wide increase coming from the Governor's Office.
- Longevity (Article 14): To continue the longevity compensation and increase the payments. The Administration rejected this proposal and USA withdrew in exchange for the 35-week employees step increases to be annual and other matters. The original language remains in our contract and might be something we address again in the next round of negotiations. *FYI – based on calculations very few members would have benefited from this language as previously written.*
- Leave (Article 12): USA put a proposal on the table that called for combining leaves, renaming certain types of leaves, increasing sick leave accruals, and changing definitions. Our proposal was basically a huge overhaul of this article. The University rejected this proposal in part due to its complexity. USA will present this again in the next round of bargaining.
- Association Business (Article 6): USA presented another big change in the content of the information we receive in monthly membership reports. USA withdrew this proposal and are working with Labor Relations to improve the information we already get.
- Vacation Accrual (Art. 10) Increase vacation accruals and put USA in-line with PSU. The University rejected this proposal (*FYI: USA has presented this proposal in the past and it too was rejected*). USA will put back on table in next round. There is interest amongst all UMass classified staff to work together on this.
- Out of Title Work (article 19). USA presented a proposal that would increase the OTW pay and how it is calculated and eliminate the provision that only USA members shall receive the compensation when performing duties of another bargaining unit employee. The administration was interested in changing how the compensation was paid (stipend vs. OT) but ultimately did not accept.
- Side Letters: USA had a proposal to clean-up and remove some of the side letters in our contract that no longer valid. Although the University was agreeable to clean-up the contract this was not considered a high priority in the reduced package and USA withdrew it.
- Seniority (Article 14, 17A & D, 23): USA put forth a proposal to define seniority. There are several places in our contract that refer to seniority and it is sometimes unclear if it's seniority in the unit or based on years on campus in 01 positions. We wanted to clarify it throughout. Although the University was agreeable to this it was not considered a high priority in the reduced package and USA withdrew it.

- USA presented a NEW Article (18A) for the monitoring of CC/03 employees. The University rejected this proposal as they believe the current “03” joint committee is charged with many of the terms in our proposals. USA withdrew.
- New Proposal: to close campus the day before and day after Thanksgiving; close campus between December 24 and January 1 (inclusive). This was a coalition proposal, and the University rejected it for all units that had it on the table.
- Anomaly Pool (Article 20): Change the calculation date of 7/8/07 to be 7/1/20. *This would increase the amount of this pool that we currently get from the campus.* This money is used to fund the President and will also be used to fund the office manager. The University rejected this proposal.
- NEW Multi-Union Climate Justice proposal: calls for a wide range of initiatives that would promote climate justice with recommended changes to facilities, schedules, parking and transportation and deferred maintenance. The University rejected this proposal. There are other campus committees and initiatives that are addressing these issues. USA withdrew.
- Layoff and Recall (Article 22 ): To update language with more protection for laid off member (including those on grant funds), increase notice period, increase severance, improve, and extend layoff recalls rights. USA agreed to take this proposal off the table and address in new contract as it was very complicated.

