

Memorandum of Agreement  
Successor Collective Bargaining Agreement  
University of Massachusetts Lowell and the Maintenance and Trade Unit, MTA

This Memorandum of Agreement is by and between the University of Massachusetts Lowell (“University”) and the Maintenance and Trade Unit, MTA (“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, 2023 through June 30, 2024.

**ARTICLE 3  
UNION SECURITY**

- *Modify article in the following manner:*

Section 1. The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her Union dues Checkoff authorization by giving at least five (5) days’ notice in writing to the University’s Human Resource Office and the Secretary/Treasurer of the Union. The employer shall submit the notice of the checkoff authorization withdrawal to the union within the five (5) days’ notice period.

Section 3. An employee may consent in writing to the authorization of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear, the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days’ notice in writing to the University’s Human Resource Office and the Secretary/Treasurer of the Union.

Section 4. The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fee are transmitted, provided that the Employer is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the University/Administration for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Employer.

Section 5. The Union shall indemnify and hold the University harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the University in making payroll deductions of Union membership dues, agency fees,

or initiation fees made pursuant to the provisions of this Article, and agrees it will not institute any grievance and/or arbitration on behalf of any member(s) effected. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union agrees to defend the University in any litigation arising under this provision.

Section 6. Should the law require mandatory agency service fees at a future date, the employer agrees to meet with the Union to discuss any necessary revisions to this article.

#### **ARTICLE 4 AGENCY SERVICE FEE**

- ~~Article 4 in its entirety~~

#### **ARTICLE 6 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- *Modify article in the following manner:*

Section 1. The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of age, color, creed, disability, ethnicity, gender, gender identity and expression, genetics, marital status, national origin, pregnancy and pregnancy related conditions, race, religion, sex, sexual harassment, sexual orientation, veteran status or any other legally protected classes. ~~race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital status.~~

Section 2. The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of age, color, creed, disability, ethnicity, gender, gender identity and expression, genetics, marital status, national origin, pregnancy and pregnancy related conditions, race, religion, sex, sexual harassment, sexual orientation, veteran status or any other legally protected classes ~~race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital status~~ 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 areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action. The Employer and the Union agree that all forms of discrimination including sexual harassment are illegal practices that will not be condoned in the workplace. Sexual harassment shall be considered as an act of sex discrimination for the purpose of this Article. The University and the Union further agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination.

#### **ARTICLE 9 VACATIONS**

- *Modify article in the following manner:*

Section 6. The Employer shall grant vacation leave within twelve (12) months after it is credited; unless in the Department head or his/her designee's opinion it is impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than sixty (60) days of vacation leave credit. Requests for such leave shall be provided in advance so as to allow for consideration of work schedules and the University calendar to determine whether or not such leave request may be granted.

Effective June 30, 2027, no bargaining unit member shall carry more than forty-six (46) days of vacation credit leave.

## **ARTICLE 12 EMPLOYEE COMPENSATION**

- *Modify Article to read as follows:*

### **Section 1. Annual Salary Rate Increases**

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

1. Effective the first full pay period in January 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of three percent (3.0%).
2. Effective the first full pay period of July 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).
3. Effective the first full pay period of January 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).
4. Effective the first full pay period of July 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).
5. Effective the first full pay period of January 2027, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either 1) on the payroll during the pay period during which such salary increase is implemented; or 2) retired, laid off, or deceased after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for the increase or any retroactive pay.

## **Adjustment Pool Per State Economic Parameters**

Annually, no later than December of each fiscal year no later than December of each fiscal year, the University shall provide payment in the amount of two hundred dollars (\$200.00) to each member of the bargaining unit, pro rata for members employed less than full-time, to support and promote the health and wellness of bargaining unit members. This payment shall be subject to applicable statutory withholdings.

- *Add a new paragraph 5 under Section 4 as follows (Effective upon ratification of agreement)*

5. The employee shall maintain their previous step anniversary date upon promotion

## **ARTICLE 14 HEALTH & WELFARE**

- *Modify Article 14§ 2 in the following manner:*

Section 2.

~~Effective the first pay period in June 2014, the University agrees to contribute on behalf of each full-time equivalent unit member \$15 total per calendar week to the appropriate Health & Welfare Fund.~~

~~The parties agree to raise the weekly per employee contributions to the appropriate health and welfare fund by the amount required by the fund, but no more than fifty cents (\$0.50) for each year of the three years of the contract [2014-2017]. The funds shall come from the pool of one quarter (0.25) of 1% of the total salaries of all members of the bargaining unit in Article 40 of this agreement.~~

~~Should additional funding be made available through an appropriation of the General Court, the parties agree to amend this Article to reflect the additional funding.~~

(Housekeeping) Effective July 2017, the Employer agrees to contribute on behalf of each full-time equivalent employee sixteen dollars and fifty cents (\$16.50) per calendar week to the Health and Welfare Fund.

The contributions made by the employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the Fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

**Remainder of article unchanged**

**ARTICLE 17  
PROMOTIONS AND FILLING OF VACANCIES**

Eliminate Practice of hiring at Maintainer I and then promoting to Skilled Laborer after six (6) months. Hire directly at Skilled Laborer when looking to fill a Skilled Laborer position.

- *Modify section 2 in the following manner:*

Section 2. Selection

Positions shall be awarded at an appropriate time after consideration of applicants then available, with bargaining unit members participating in the process.

**ARTICLE 24  
EVALUATION OF UNIT MEMBERS**

*Language to be included in MOA only*

It is understood by the Parties that the university may transition to an on-line platform to administer and facilitate employee performance management and anticipate commencement in the 2025 performance evaluation year. During the life of this agreement, upon the university reaching out to the union, and notwithstanding any language provided for under the collective bargaining agreement, the Parties will meet to bargain any revisions to the current employee performance management program, to include but not limited to, the evaluation tool, performance criteria, and process.

**ARTICLE 25  
SAFETY AND TRAINING**

- *Modify article by adding the following language:*

**Joint Labor Management Health and Safety Committee**

There shall be established a committee to be known as the Health and Safety Committee. This committee shall be comprised of six (6) individuals, three (3) appointed by the Employer/University Administration and three (3) by the Union. The committee shall meet once per quarter in lieu of a Labor Management Committee meeting, or as often as mutually agreed upon.

The Health and Safety Committee members shall meet to discuss health and safety concerns including but not limited to air quality and ventilation, environments with flammable or combustible materials, potential exposure to hazardous materials, occupational stress, working

conditions, and potential treats to personal safety. Either party may submit items for the agenda to the other party at least one (1) week prior to any scheduled committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. Health and Safety Committee members shall receive release time to attend meetings.

## **ARTICLE 26 LABOR/MANAGEMENT COMMITTEE**

- *Modify article in the following manner:*

In order to provide a means for continuing communications between the parties and in order to promote a climate of constructive employee relations a Labor Management. Committee shall be formed. Such committee shall be comprised of an equal number of representatives from Management and the Union. Such committee shall not be for the discussion of pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of Employer/Employee relations.

The parties agree that permanent agenda items for this Committee shall include Campus Safety, Work Hours, and Training. Additional topics to be discussed shall relate to:

- the apprenticeship program
- promotion process
- overtime distribution and reporting to include
  - o overtime tracking reports
- work order reports to include labor and material tracking
  - Work schedules

The Committee shall meet monthly at least once per quarter, or as often as mutually agreed upon, throughout the term of this contract

## **ARTICLE 36 PARKING**

- *Modify article in the following manner:*

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations. The Employer shall endeavor to maintain adequate lighting in all of said parking areas.

The annual rate for all bargaining unit members parking in designated University parking lots is \$400. Effective Fall 2025, the rate shall be \$450.

Fall 2018 Rate: \$375; Fall 2019 Rate: \$400

~~Right to re-open following completion of parking structure review with any changes requiring mutual agreement of the parties.~~

~~In the first pay period following the implementation of the Fall 2018 increase, employees under grade 14 will receive a stipend of \$90 and employees over grade 14 will receive a stipend of \$65~~

~~In the first pay period following the implementation of the Fall 2019 increase, employees under grade 14 will receive a stipend of \$100 and employees over grade 14 will receive a stipend of \$65~~

Payroll deductions shall be made on a pre-tax basis. Individuals wishing to pay the annual amount may do so by check.

No increase to parking shall take place until salary increases are received by unit employees.

For the life of this agreement, increases in the parking fee shall not exceed the percentage increase in salary received by the bargaining unit in that fiscal year.

### **Side Letter - Light Duty**

- *Modify current Side Letter on Light Duty as follows:*

#### **Light Duty**

#### **LIGHT DUTY PARAMETERS**

##### **I. General Provisions**

- ~~a. Pilot program through June 30, 2020~~
- b. Voluntary participation
- c. Full duty (i.e. 40 hours/week)
- d. Can self-withdraw or be removed by the university. The university will notify the employee of the reason(s) for the removal
- e. Workers comp cases or non-work injuries are eligible
- f. Eligible only once in one-year period for same medical issue
- g. The provisions of this program shall not be subject to the grievance procedure. An employee denied light duty may request reconsideration upon the submission of additional information not available at the time of the initial denial.

##### **II. Medical Certification to be submitted to Human Resource Office designee**

- a. Health care provider certifies that:
  - i. Job description has been reviewed; and
  - ii. Employee can perform majority of job duties

- b. Limitations clearly defined
- c. Perform safely without risk of exacerbating condition
- d. Perform all essential functions of position within 90 calendar days
- e. Up to two 30 day extensions if physician documented which will not unreasonably be denied
- f. Non contagious
- g. University not liable if not performing within Doctor's limitations
- h. Return to full duty documentation

### III. Work Assignments

- a. Not intended to create special duties or assignments (perform majority of job duties as per job description)
- b. Non detriment to other employees (can perform majority of assigned tasks independently). Excludes short term work load redistribution.
- c. No special performance programs and not to negatively impact annual performance.
- d. OT and Essential Personnel opportunities on case by case basis
- e. Attendance should not be notably negatively impacted
- f. Eligible for all standard training being offered

### **New Side Letter – Apprenticeship**

The parties agree to establish a joint apprenticeship committee that will meet for the remainder of the term of the July 1, 2024 through June 30, 2027 collective bargaining agreement. The purpose of the committee will be to meet and explore the possibility of developing a mutually agreeable apprenticeship program that can be implemented and sustained through Facilities Operations based on available resources and operational needs as contemplated by Article 41. The committee will be made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University.

The committee will meet as mutually agreed. Bargaining unit members serving on the committee will receive release time without loss of pay or benefits to attend full meetings of the committee.

Either party may invite a subject matter expert to participate in a meeting for the purpose of providing information or guidance on apprenticeship programs, with prior notice to the other party and by mutual agreement.

The committee may review apprenticeship models within the University of Massachusetts system and at other public institutions within the Commonwealth, identify trades and classifications where apprenticeship opportunities could support operational needs and employee development, and discuss program design options including eligibility, selection, supervision, and accreditation.

Executed this \_\_\_\_\_ day of October 2025

For the University:

For the Union:

DocuSigned by:

*Jean Robinson*

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Jean Robinson, Associate Vice Chancellor  
10/21/2025 | 15:42 EDT

DocuSigned by:

*Henry Cornu*

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Henry Cornu, President, MTU  
10/21/2025 | 15:16 EDT

DocuSigned by:

*William Storella*

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William Storella, Sr. Director, Labor Relations  
10/21/2025 | 15:40 EDT

DocuSigned by:

*Michael Canfield*

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Michael Canfield, Vice President, MTU  
10/21/2025 | 15:36 EDT

DocuSigned by:

*John Dunlap*

10/21/2025 | 4:17:56 PM EDT

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John Dunlap, Chief Human Resources Officer

Signed by:

*Miles Stern*

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Miles Stern, Field Representative, MTA  
10/21/2025 | 15:11 EDT

DocuSigned by:

*Martin T. Meehan*

10/22/2025 | 10:26:36 AM EDT

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Marty Meehan, President