



Memorandum Of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts and Classified and Technical Union

This agreement is between the Board of Trustees of the University of Massachusetts (hereinafter “University”) and Classified and Technical Union L92 (hereinafter “Union”), collectively the “parties” and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period July 1, 2012 through June 30, 2014. This agreement covers the term July 1, 2014 through June 30, 2017. The parties will as promptly as feasible incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions made for the July 1, 2014 through June 30, 2017 agreement otherwise the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties have agreed to the following changes:

1. Article 8 Leave:

Section 1(c) (ii) Sick Leave: Amend

When the spouse, domestic partner (only in such locales where marriage is not a legal option for same sex marriages), child, or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is ill (non-FMLA qualifying absence), the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year

2. Article 12, Employee Compensation

Attached and subject to receipt of supplemental funding.

3. Article 15, Tuition Remission: As proposed.

4. Article 24, Evaluation of Unit Members

Adopt University Performance Evaluation Program currently in effect and as proposed.

New Section 3.

The parties recognize that successful work performance should be achieved and that work below that level should be addressed during the evaluation period. To the extent practicable, an employee who receives a “Needs Improvement” or “Unsatisfactory” or their subsequent equivalent ratings will have been informed of issue(s) and necessary improvements with regard to his or her work performance during the evaluation period.

If an overall performance rating of “Unsatisfactory” or “Needs Improvement” is received, the employee may request a ninety (90) day calendar day re-evaluation period which shall not be unreasonably denied.

The re-evaluation period shall be ninety (90) calendar days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) calendar day period to determine if a “Successful Performance” rating has been achieved.

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If an employee receives a "Successful Performance" evaluation during the re-evaluation process, he or she shall be prospectively eligible for the denied Step and/or salary increase effective from the date of receiving the "Successful Performance" rating. Employees shall retain their anniversary date for Step purposes regardless of their rating during the evaluation or re-evaluation process.

5. Article 24A Evaluation Process Labor/Management Committee: Strike

6. Article 36 Parking:

New rates effective September 1 of each year to be paid through bi-weekly payroll

September 1, 2014 \$250

September 1, 2015 \$300

September 1, 2016 \$350

Strike reduced rate language

7. Article 39, Special Campus Needs Fund:

Employer shall disperse any existing balance to the Special Campus Needs Fund as agreed to by the parties. Discretionary funding account (i.e. .25% pool) shall be utilized for any agreed upon increase payment to the reserve of the Health and Welfare Fund. The allocation of any remaining funds will be agreed to by the parties and may include a one-time payment to existing members to offset increase to parking rates. Once these funds are fully expended, the reference to this SCNF will be struck from CBA.

8. Paragraphs 1, 2, 6 and 7 (except for first sentence) shall be conditioned upon receipt of supplemental funding.

9. The Parties, by mutual agreement, shall correct typographical errors, outdated titles or names, and other housekeeping items tentatively agreed to by the parties.

For the University

For Classified & Technical Union L92

Robert Caret, President Date:

Date: 12/19/14

Date: 12/19/14

Date: 12/19/14



ARTICLE 12 - EMPLOYEE COMPENSATION

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

1. Effective the first full payroll period of July 2014, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
2. Effective the first full pay period January 2015, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
3. Effective the first full pay period July 2015, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
4. Effective the first full pay period January 2016, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
5. Effective the first full pay July 2016, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.
6. Effective the first full pay period January 2017, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Successful" on his/her most recent performance evaluation.

B. Discretionary Funding Account

Effective the first payroll period January 2015:

1. One-quarter of one percent (.25%) of the unit payroll as of each preceding June 30th to be applied to address specific operational needs. It may not be applied across-the-board. For the period January – June 2015, this amount will be equivalent to .25% of half of the fiscal year total payroll for the unit.
2. For subsequent years of the contract, (i.e. the first full pay period January 2016 and January 2017) this amount shall be equivalent to a .25% of a full fiscal year of total payroll for the unit each year.
3. If the total amount of funding available for this pool as determined by the amount allocated to the University by the state for this purpose is different than stated above, the parties agree that the full amount made available will be expended.
4. Agreed upon Health and Welfare increases to be allocated from the discretionary funding account.

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Fee Waiver Policy

Specific provisions of the plan

- This plan, which is effective Fall 2015 semester, covers eligible full and part-time undergraduate students only, as described below. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.
- Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.
- Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.
- Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
 - If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
 - If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.
- A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.
- The applicable fees for which this waiver applies are the Curriculum/Operating fees.

University Proposal
MTA/Classified and Technical Unit
June 30, 2014

- The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.
- The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

For Continuing Education

Applicability

Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

- a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.
- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.