

**Board of Trustees of the University of Massachusetts  
and  
Professional Staff Union/ Massachusetts Teachers Association/NEA**

**MEMORANDUM OF AGREEMENT**

This Memorandum of agreement dated May 10, 2012 is entered into on behalf of the Board of Trustees of the University of Massachusetts and the Professional Staff Union/MTA/NEA.

WHEREAS, the Union and the University desire to clarify the Memorandum of Agreement concerning the collective bargaining agreement between the Union and the University covering the period July 1, 2012 through June 30, 2014, the parties agree as follows:

**Duration:** The new agreement covers the period from July 1, 2012 through June 30, 2014.

**Section 31.1            Salary Increases:**

- A. Effective July 1, 2012, each bargaining unit member who is on payroll as of June 30, 2012, and who receives a rating of “satisfactory” or better on his or her annual evaluation shall receive a base rate increase of one and three quarters percent (1.75%) as a percentage of such unit member’s salary on June 30, 2012**
  
- B. Effective December 30, 2012, each bargaining unit member who is on the payroll as of December 29, 2012 and who receives a rating of “satisfactory” or better on his/her annual evaluation, shall receive a base rate increase of one and one quarter percent (1.25%) as an equal dollar amount determined by dividing the amount equal to 1.25% of the total unit salaries on each campus by FTE.**
  
- C. Effective December 30, 2012, an amount equal to one half percent (0.5%) of the unit payroll calculated after the implementation of 31.1B shall be available as a base rate merit pool.**
  
- D. Effective the first pay period in July 2013, each bargaining unit member who is on the payroll as of June 29, 2013 and who receives a rating of “satisfactory” or better on his/her annual evaluation, shall receive a base rate increase of one and three quarters percent (1.75%) as a percentage of such unit member’s salary on June 29, 2013.**
  
- E. Effective December 29, 2013, each bargaining unit member who is on the payroll as of December 28, 2013 and who receives a rating of “satisfactory” or better on his/her annual evaluation, shall receive a base rate increase of one and**

**one quarter percent (1.25%) as an equal dollar amount determined by dividing the amount equal to 1.25% of the total unit salaries on each campus by FTE.**

**F. Effective December 29, 2013, an amount equal to one half percent (0.5%) of the unit payroll calculated after the implementation of 31.1E shall be available as a base rate merit pool.**

G. The above salary increase shall be paid in accordance with eligibility criteria established in current Article 31.1J

H. All merit pools shall be calculated by campus

I. Notwithstanding any existing practices, effective July 4, 2004, unit employees shall be eligible for costs associated with licenses and certifications. The following provisions shall apply:

1. Only unit members who are required by law or by their job description to obtain, hold or maintain licenses or certifications shall be eligible for reimbursement.
2. Eligible unit members may be reimbursed up to five hundred dollars per year
3. Reimbursement may be obtained for any costs associated with such licenses and certifications, including the costs of required continuing education.

J. Bargaining unit members who were employed as such on the effective date of the salary increases provided under the article, but who retire, die, are laid off, were on an approved leave of absence, or transfer to another position at the University prior to the payment of such increases through the date on which their service as a member of the unit terminated. Bargaining unit members whose service terminates for other reasons prior to the governor's signing of the appropriation shall not be eligible for such increases.

K. The provisions of this article are subject to appropriations by the General Court, as provided in Article 36.1 of this Agreement.

#### **L. Special Campus Needs Pool**

Effective July 8, 2007, an amount equal to three-tenths percent (0.3%) of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus. **The parties agree to meet annually to determine a plan for the expenditure of the pool.**

### **Section 31.2 Performance management Program and Merit Program**

The University and the Union acknowledge that performance evaluations shall be done in accordance with the Performance Management Program (PMP) jointly developed on each campus. The parties further agree that:

1. Merit is intended to recognize and reward meritorious performance and not be awarded for general salary increases which are provided separately for satisfactory performance.
2. Merit awards shall be related to the PMP evaluations. The parties agree that it is desirable to encourage, in every manner possible, consistency in the application of performance criteria. **Management shall develop, offer and strongly encourage the use of yearly supervisory training in PMP evaluations. In addition, labor management committees on each campus shall meet to review the Performance Management Program and its implementation. These committees shall meet in a unit-wide labor management committee to review the work of the campus committees and may engage in negotiations concerning the Performance Management Program.**

On the Amherst campus, there shall be the following relationships between PMP and the merit awards:

- (a) An employee receiving an overall PMP evaluation of 1 or 2 shall not be eligible for a merit award.
- (b) An employee receiving an overall PMP evaluation of 3 may receive merit, but not exceed a Merit 1 award.
- (c) An employee receiving an overall PMP of 4 shall receive either a Merit 1 or Merit 2 award.
- (d) An employee receiving an overall PMP evaluation of 5 shall receive either a Merit 2 or Merit 3 award.
- (e) Any employee who does not receive an overall PMP evaluation, but requests a PMP evaluation from their supervisor and completes the self review section (Section 3, Employee Annual Self Review) of the PMP shall receive a Merit 1 award.**

On the Boston campus, there shall be the following relationships between PMP and merit awards:

- (a) An employee receiving an overall PMP evaluation of 1 or 2 will receive Merit 1;
- (b) An employee receiving an overall PMP evaluation of 3 will receive Merit 2; and
- (c) An employee receiving an overall PMP evaluation of 4 or 5 will receive Merit 3.

**In addition, upon the execution of this contract, a labor management committee shall be established on the Boston campus to address issues of PMP compliance and merit awards for individuals who do not receive PMP's.**

3. There will be no limitations on the proportion of bargaining unit members in any group who receive awards, providing that such awards do not constitute nor are distributed as across-the-board increases.

#### 4 Merit Agreement

- A. The time period being evaluated for merit increase will be the one year PMP performance evaluation period that ends closest to the merit increase dates.

- B. Supervisors are not to recommend dollar amounts of merit awards. The role of the immediate supervisor, with input from the intermediate supervisor, if the intermediate supervisor has direct knowledge regarding the performance of the employee and wishes to participate in the merit process, shall be to rate each eligible employee at one of four levels:

- Not recommended-----did not perform meritoriously
- Merit 1-----The employee consistently fulfilled job requirements, often exceeded some of the stated expectations of job performance, and demonstrated competence in performing his or her job functions and in achieving the goals/work priorities for the evaluation period
- Merit 2-----The employee routinely performed better than required, exceeded most stated expectations of job performance and demonstrated consistent proficiency and effectiveness in performing his or her job functions and in achieving the goals/work priorities for the evaluation period.
- Merit 3-----The employee consistently performed far better than required, resulting in direct and exceptional contributions to the mission and progress of the section/department/division. He or she continuously exceeded all stated expectations of job performance and demonstrated consistent mastery and expertise in performing his or her job functions and in achieving the goals/work/priorities for the evaluation period.

- C. A copy of the Agreement or summary guidelines will be given to all supervisors to assist them in making recommendations. At a minimum, this summation must include the following points:

1. Merit is intended to recognize and reward meritorious performance and not to be awarded for general salary increases which are provided separately for satisfactory performance.
2. **In addition to the activities cited in Article 10.2**, all of the following may be considered in making merit awards:
  - a. Performance of duties established in the official job description;

- b. contributions beyond the scope of the official job description which are related to and demonstrably benefit the operational unit;
    - c. Activities outside of the operational unit which may or may not have a direct bearing on the operational unit but which demonstrably benefit the campus and/or the University.
  - 3. Merit awards are not to be used to compensate for non-performance factors (e.g. current salary, recent promotions or equity increases).
  - 4. If an employee is absent for any portion of the time being evaluated, he/she shall be evaluated on his/her contribution over the entire evaluation period.
  - 5. Following distribution of this Agreement or summative guidelines, employees shall have one week to provide input concerning their contributions during the evaluation period. The immediate supervisor shall solicit input concerning the employee's contributions and overall rating from the intermediate supervisor and any supervisors the employee had during the time period being evaluated.
- D. On each campus, there will be a merit pool established for those unit members for whom annual PMP reviews have been completed prior to the effective date of the salary increases. The makeup of **this** pool shall be determined by the University and provided to the Union for review and comment.
- E. There shall be a pool administrator for each pool who shall review the distribution of merit awards within the pool. This review can included reviewing supervisors' ratings, gathering justifications, looking for patterns, and insuring supervisors use the Performance Management Program and other criteria appropriately.
- F. The merit distribution at each campus shall be done as follows:
- |         |                    |
|---------|--------------------|
| Merit 1 | X dollars plus Y%  |
| Merit 2 | X dollars plus 3Y% |
| Merit 3 | X dollars plus 6Y% |
- X will be calculated separately for each campus and separately for each year's merit increase. X will be calculated by the following formula: The average FTE salary as of the day before the Merit effective date, multiplied by the Merit Pool Percent, divided by two.
- Y will be calculated such that all money in the pool is given out to unit employees. Note "Y%" represents a percentage of each employee's salary.
- G. On the Amherst campus, each Vice Chancellor may hold back up to **5%** of his/her pool. These hold-back funds may be given out only in response to requests from pool administrators.

Funds may be awarded from this hold-back pool for **either** of the following purposes:

1. Augmenting a pool for purposes such as addressing lower average salaries within units.
  2. Inter rater error that has not been fully considered.
- H. Any unused money from the held back pool shall be returned to the subpools. In this case, “X” will be recalculated for the subpools.
- I. The maximum allowable award shall not exceed \$2400 for each merit award in this contract. The Chancellor for each campus may, with notice to the Union, exceed this maximum and supplement an award from funds which are not part of the merit pool.
- J. Employees will be notified of their rating and award and provided an accompanying justification. Employees whose awards include an allocation **through Section 31.2 4.G or I** shall have that referenced in their justification. Employees who do not receive a merit award will be notified by a standard form letter. A supervisor who is not recommending merit for an eligible unit member shall, at the request of the employee, meet with the employee to discuss the reasons **for not recommending merit**.
- K. This article is subject to the grievance and arbitration process; however, where management discretion is allowed, that discretion is not subject to the grievance and arbitration process.**
- L. When all funds in the merit pools outlined in the collective bargaining agreement are distributed, the University shall have fulfilled its obligation to the Union and its membership. The University is responsible for ensuring that a merit award determination is made for each eligible bargaining unit member.
- M. The Union shall receive a list showing all final awards within 30 days of the awards appearing in employees’ paychecks, **including employee name, employee id number, PMP rating, merit rating, merit award, any allocation from either the Vice Chancellor’s hold back pool or the Chancellor’s supplement.**

**ARTICLE 10      Professional Recognition**

**Section 10.2**

Bargaining unit members shall receive appropriate credit for their work during their annual evaluation, but it is the bargaining unit member’s responsibility to ensure that the supervisor is aware of the work that the member has done during the period under review. In addition, bargaining unit members shall receive appropriate acknowledgement of their projects or contributions to projects in such instances in which acknowledgement is customarily and publicly given by the University. **Service to the Union shall count explicitly as University service.**

## **Article 21      Holidays**

The following days shall be holidays for bargaining unit members:

New Year's Day  
Martin Luther King Day  
President's Day  
Patriots Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

**Section 21.2    In addition to the holidays listed in Section 21.1, bargaining unit members shall not be required to work on the immediate two work days preceding the day on which the New Year's Day holiday is celebrated.**

**For purposes of this article and Section 39.10, such days shall be considered holidays.**

**It is understood that the parties will work toward closing for the other two days between December 25 and January 1. If this is not accomplished by the end of this contract, these dates may be the subject of bargaining in a successor agreement.**

## **Article 24      Health and Welfare Plan**

A Funding:

For the period, July 1, 2012 through the first week in January 2014, the University agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total **fourteen dollars (\$14.00)** per calendar week to the Massachusetts Public Employees Fund.

Effective the first **pay period in January 2014**, an additional fifty cents per calendar week per full time employee equivalent, for a total of **fourteen dollars and fifty cents (\$14.50)** shall be paid to the Massachusetts Public Employees Health and Welfare fund.

Effective on the first **pay period in June 2014**, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of **fifteen dollars (\$15.00)** shall be paid to the Massachusetts Public Employees Health and Welfare Fund

## **Article 40    Duration**

#### Section 40.1

This Agreement shall be in effect through midnight of **June 30, 2014**, and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

#### Section 40.2

Should a successor Agreement not be executed by **June 30, 2014**, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after **January 1, 2014**.

#### Section 40.3

This Agreement is entered into and shall become effective **July 1, 2012**, and when it is signed by the President of the University.

#### SIDE LETTERS

- Delete current side letter on Holidays, since it contradicts new language for UMA
- Boston Parking language below replaces existing Side Letter Parking part 1 language; leaves parts 2 and 3 standing.

#### **SIDE LETTER-----Boston Parking**

**A joint labor management multi-union committee, consisting of any UMass Boston union which chooses to participate, shall be established for the purpose of discussing any proposed changes in parking fees for members of the bargaining units at the UMass Boston campus. This committee shall convene no later than April 3, 2012 and meet regularly through October 31, 2012. This committee shall be charged with reaching a mutually agreed upon proposal and will be empowered to reach understandings in parking rate changes and other provisions associated with travel to and from the UMass Boston campus. A mutually agreed-upon proposal to increase parking fees may be implemented at any time.**

**In the event, no agreement is reached on or before October 31, 2012, the parties shall request the participation of a mutually acceptable third party neutral from the American Arbitration Association. This individual shall engage both parties in a full day session to mediate disparities in each party's proposals. At the request of both parties, this mediation engagement can be extended to a second day. In the event that an agreement is not reached during the initial day or the mutually agreed-upon second day, the matter shall proceed to interest arbitration before a mutually acceptable third party neutral from the American Arbitration Association. The findings of the arbitrator shall be binding upon all parties. Prior to the engagement of any neutral, at least four days shall be reserved as mediation/arbitration days. The cost of the neutral(s) shall be borne equally by both parties.**

