

Memorandum of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts Lowell and Grant and Contract Funded Employees Association
(GRACE) of the Massachusetts Teachers Association

This agreement is between the University of Massachusetts Lowell (hereinafter “University”) and the Grant and Contract Funded Employees Association of the Massachusetts Teachers Association (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 of July 1, 2021 through June 30, 2024. This agreement covers the term July 1, 2024 through June 30, 2027. 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, 2024 through June 30, 2027 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 5 - Affirmative Action/Sexual Harassment/Non-Discrimination

- *Modify article in the following manner:*

A. The Parties agree not to violate any university guidelines or applicable state and federal nondiscrimination laws, including retaliation, against employees covered by this Agreement on the basis of age, color, disability, ethnicity, gender, gender identity and expression, genetics, marital status, national origin, pregnancy and pregnancy related conditions, political beliefs, race, religion, sex, sexual harassment, sexual orientation, veteran status, or any other legally protected classes.

2. Article 6 - Grievance and Arbitration Procedure

- *Modify article in the following manner:*

The parties mutually agree to the following panel of arbitrators in the following order:

1. Gary Altman
2. ~~Diane Zaar Coehran~~ Marc Greenbaum
3. ~~Roberta Goliek~~ Paul Edgar
4. Richard Boulanger

3. Article 10 - Working Conditions

- *Modify article in the following manner:*

Section 10.1 Accounting of Sources and Funds

The Employer/University Administration agrees to provide to the Union ~~on an annual basis~~ an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding by September 1st of each year.

4. Article 18 - Paid Leaves

- *Modify article 18 §3 in the following manner:*

Section 18.3 Paid Personal Leave Days

Except as noted below, on the first payroll of the new calendar year, full-time bargaining unit members shall be credited with ten (10) paid personal leave days, one of which shall be designated for use on the day after Thanksgiving, and which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member and approved by the supervisor. Any paid personal leave not taken by the last payroll date of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per fiscal year. Personal leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of two (2) hours and may be used in conjunction with vacation leave. Full-time bargaining unit members hired into the bargaining unit on or after the first payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

5. Article 20 - Vacation

- *Modify Article 20, Section 3(E) in the following manner:*

A bargaining unit member may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the supervisor's opinion it is impossible or impracticable to do so because of work schedules or emergencies. Except in cases of emergency, vacation leave must be requested and approved in advance.

No bargaining unit member shall carry more than sixty-four (64) days of vacation leave credit. Effective January 1, 2025, no bargaining unit member shall carry more than fifty-eight (58) days of vacation credit.

Effective January 1, 2026, no bargaining unit member shall carry more than fifty-two (52) days of vacation leave credit.

Effective January 1, 2027, no bargaining unit member shall carry more than forty-six (46) days of vacation credit leave.

A bargaining unit member who has available unused vacation leave, and who, because of the provisions of this section would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which vacation would be lost if not taken. Effective June 30, 2027, unused vacation credit leave shall no longer be converted into sick leave. Except in cases of emergency, vacation leave must be requested and approved in advance.

- *Modify Article 20, Section 4 in the following manner:*

Section 20.4 Vacation Buy-Out

The parties recognize that unit members should strive to utilize accrued vacation time on a regular and consistent basis. Managers should also recognize the value of employees taking accrued time and approve requests unless it is unreasonable to do so.

Employees who have been employed by the bargaining unit (department) for at least three years as of July 1 of each year of this agreement shall be eligible to receive, as a cash payment, an amount equal to one week of the individual's accrued leave, subject to the restrictions below. The decision to cash in vacation leave in accordance with this provision must be made by June 1 of each year of this agreement. Vacation days cashed in shall be deducted from the employee's vacation leave balance. Payment shall be made no later than the ~~l~~past pay period in July.

Managers shall approve such payments, subject to the following:

- Payment for such will not result in the contract/grant/project requiring a layoff, reduction in hours, decrease in payment or any other negative personnel action to any bargaining unit member;
- The unit member has requested and been denied at least one week vacation time during the past year.
- The unit member shall not have notified the PI of his/her intent to retire or resign within one year of the request; or,
- The unit member's position shall not be scheduled to be terminated due to the loss of the grant/project/contract funds supporting such person.

Fiscal Year 2024 - The university shall extend the decision period to cash in vacation leave from June 1, 2024 to November 1, 2024, and individuals shall be eligible to receive a cash payment in an amount of up to six (6) accrued vacation days for FY'24, subject to the restrictions identified above. Payments shall be made no later than the last pay period of the calendar year. The preexisting terms and conditions for vacation buy-out, as specified in the paragraphs above, shall be reinstated for Fiscal Year 2025.

Parties to meet in Labor Management to discuss modification of forms and process to increase efficient implementation of provision.

6. Article 28 - Labor/Management Committee

- *Modify Article in the following manner:*

Section 28.1 Campus Level

There shall be established a committee to be known as the Campus Labor/Management Committee. The committee shall be comprised of six (6) members, three (3) appointed by the Employer/University Administration and three (3) by the Union. The position of chairperson shall alternate between the campus administration and the Union, and the committee shall meet every three (3) months, or more frequently by mutual agreement. The purpose of the committee

shall be to discuss matters of concern to the campus administration and/or the Union, and to encourage a more cooperative relationship between the Union and University Administration. Matters of concern can include technological change and work reorganization, information technology, new construction and renovation, grant overhead rates, and university research priorities.

7. Article 29 - Salaries

- *Modify Article in Section 29.1(A) to read as follows:*

A. Base Increase:

1. Effective the first full pay period of October 2024 (i.e., October 6, 2024), members of the bargaining unit with a performance rating of at least “Successful” on their most recent performance evaluation shall receive a base salary increase of three and a half percent (3.5%). This salary increase is subject to the availability of the funding of the grant.
2. Effective the first full pay period of July 2025 (i.e., July 13, 2025), members of the bargaining unit with a performance rating of at least “Successful” on their most recent performance evaluation shall receive a base salary increase of four percent (4.0%). This salary increase is subject to the availability of the funding of the grant.
3. Effective the first full pay period of January 2026 (i.e., January 4, 2026), members of the bargaining unit with a performance rating of at least “Successful” on their most recent performance evaluation shall receive a base salary increase of three- and one-half percent (3.5%). This salary increase is subject to the availability of the funding of the grant.
4. Effective the first full pay period of July 2026 (i.e., July 12, 2026), members of the bargaining unit with a performance rating of at least “Successful” on their most recent performance evaluation shall receive a base salary increase of three and a half percent (3.5%). This salary increase is subject to the availability of the funding of the grant.
5. Effective the first full pay period of January 2027 (i.e., January 3, 2027), members of the bargaining unit with a performance rating of at least “Successful” on their most recent performance evaluation shall receive a base salary increase of three percent (3.0%). This salary increase is subject to the availability of the funding of the grant.

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, six (6) months prior to the effective date of such salary increase and either a) on the payroll during the pay period during which the salary increase is implemented; or 2) retired, deceased, or laid off after the effective date of the salary increase.

- *Modify Section 29.1(B) as follows:*

The provisions related to merit shall be suspended during the life of the agreement.

B. Merit-Based Increase:

Effective the start of the first pay period in July 2023 (i.e., July 3, 2023), each bargaining unit member on the payroll as of July 1, 2023 who has achieved a performance rating of at least “Successful” on his/her most recent performance evaluation shall be eligible to participate in a merit pool equal to 5% of the total salaries of the bargaining unit, calculated after the implementation of the July 2022 salary increase. The process for distribution of Merit shall be as outlined in Section 29.2 below.

8. Article 36 - Professional Development

- *Modify Article in the following manner:*

Section A. Unless subsumed under the Labor/Management Committee, a Professional Development Committee shall be established with the goal of engaging the University and the Union in a mutual search for financial support for professional development and capacity building. This would include professional development opportunities such as specialized training or coursework in curriculum development or grant writing, not available at the University. The work of unit members provides value added for the University. Such outside opportunities would provide important ideas and stimulation for developing the capacity of unit members and projects to gain further funding.

Annually, the University will make \$300.00 ~~will be made~~ available to each unit member to support professional development. Professional development shall typically include expenses such as books, professional subscriptions, travel, and membership in professional associations. Other requests will be considered on a case-by-case basis.

9. Article 37 - Duration

- *Modify article in the following manner:*

Section 37.1 This agreement shall be for the period July 1, ~~2021~~2024 through June 30, ~~2024~~2027 and the terms and conditions herein shall become effective on July 1, ~~2021~~2024 unless otherwise specified.

Section 37.2 Should a successor Agreement not be executed by June 30, ~~2024~~2027, 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 commence on or after January 1, ~~2024~~2027.

Section 37.3 This Agreement shall remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

10. Parking Reopener

(Language to be included in MOA only)

Effective the first full pay period of January 2025 (i.e., January 12, 2025), the University shall implement the \$450.00 annual parking fee rate negotiated in the 2021-2024 collective bargaining agreement, and as delayed in the Memorandum of Agreement between the Parties dated August 30, 2023, for all members of the bargaining unit. Bargaining unit members parking in the Hamilton Canal Innovation District (HCID) garage shall pay an annual parking fee rate of \$400.00 commencing in Fall 2024 and shall increase to \$450.00 in January of 2025 unless otherwise negotiated by the Parties.

In the event that no University of Massachusetts Lowell “state funded” collective bargaining agreement contains an annual parking fee rate increase for AY’24-25 prior to the implementation of the January 2025 annual parking fee rate increase identified above, the Parties agree to reopen this agreement for the sole purpose of bargaining over the implementation date of the January 2025 parking rate fee increase.

11. Annual Evaluation of Bargaining Unit Members

(Language to be included in MOA only)

The university will 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 notice to the union, and notwithstanding any language provided for under the collective bargaining agreement, the Parties will meet to discuss and implement revisions to the current employee performance management program, to include but not limited to, the evaluation tool, performance criteria, and process.

12. Gender-neutral Pronouns

(Language to be included in MOA only)

The Parties agree to modify all references of gender specific pronouns throughout the collective bargaining agreement to more gender-inclusive pronouns and terms.

Executed this __ day of August 2024

For the University:

Jacqueline Black 8/20/2024 | 19:21 EDT
274A10E0227D4F4...

Jacqueline Black, Executive Director

Dimitri Bello 8/20/2024 | 21:14 EDT
7ADA7FBB026A459...

Dimitri Bello, Associate Dean

Sukesh Aghara 8/21/2024 | 13:01 EDT
E4619E040405434...

Sukesh Aghara, Associate Dean

William Storella 8/21/2024 | 13:05 EDT
36A5D4D7FE6E417...

William Storella, Director, Labor Relations

For GRACE, MTA:

Thomas Estabrook 8/16/2024 | 06:04 EDT
34B57D7938DA474...

Thomas Estabrook, Acting President

Brian Soper 8/16/2024 | 08:59 EDT
4D70ABA97AAA452...

Brian Soper

Serena Rice 8/16/2024 | 09:04 EDT
178E3E63BB0B4A4...

Serena Rice

Nicholas Dullea 8/16/2024 | 09:17 EDT
EA2EDFD6F5E24F5...

Nicholas Dullea

DocuSigned by:

John Dunlap

8/29/2024 | 8:57:24 AM EDT

529C9F9F3299489...

John Dunlap, Chief HR Officer

Signed by:

Michael C. Rutherford

8/27/2024 | 11:36 EDT

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Michael Rutherford, AVC, Human Resources

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Martin T. Meehan

9/11/2024 | 7:17:16 AM EDT

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Martin T. Meehan, President

DocuSigned by:

Pamela Whitefield

8/20/2024 | 14:44 EDT

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Pamela Whitefield

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Patrick Drane

8/20/2024 | 14:53 EDT

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Patrick Drane

DocuSigned by:

Patricia Strizak

8/20/2024 | 17:10 EDT

99FDC5860CB54EF...

Patricia Strizak

Signed by:

Sean H Barrett

8/20/2024 | 17:37 EDT

17B4355CC2C643D...

Sean Barrett, Field Representative, MTA