

MEMORANDUM OF AGREEMENT
UNIVERSITY OF MASSACHUSETTS LOWELL
AND
TEAMSTERS UNION LOCAL 25

This Memorandum of Agreement is by and between the University of Massachusetts Lowell ("University") and Teamsters Union local 25 ("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 Dues, Initiation Fee and Agency Fee

- *Modify Article in Section 1 in the following manner:*

Section 1.

~~An employee may consent in writing to the authorization of the deduction of Union dues. The Employer agrees to deduct from the pay of all employees who give such written consent, covered by this agreement the dues, initiation fees and/ or uniform assessments of the Local Union having jurisdiction over this agreement. Written consent shall be in a form acceptable to the employer and the Union and signed by the employee. Deductions shall be taken from the 1st payroll period of each month and remitted to the Union by the 2nd payroll period of each month. No deduction shall be made which is prohibited by applicable law. such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.~~

Article 4 - Agency Service Fee

- *Modify Article in the following manner:*

Section 1.

Each employee who elects not to join or maintain membership in the Union ~~may elect shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment,~~ an agency service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2.

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 3.

The Union shall reimburse the appointing authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the appointing authority shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the appointing authority to pay such agency service fee on behalf of any employee.

If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5.

It is specifically agreed that the appointing authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Service Fee Checkoff Article, and the Union hereby agrees it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the appointing authority

Article 6 – Non-Discrimination and Affirmative Action

- *Modify Article in Section 1 and Section 2 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 ~~race, religion, creed, color, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status.~~ age, color, 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 class.

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 ~~race, religion, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status~~ status age, color, 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 class, 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.

Article 7 - Workweek and Work Schedule

- *Modify Article in Section 1E by adding the following language:*

E. All Armed University Police Officers, Sergeants and Lieutenants shall work on a four (4) day work week with two days off (known as a 4 & 2); said work schedule shall be as follows:

- a. The work day shall be eight (8) hours. Employees will be paid a minimum of (40) forty hours per week.
- b. Any Armed Police Officer, Sergeant, or Lieutenant working a 5 & 2 schedule shall earn compensatory time for hours worked in excess of the 4 & 2 schedule.
- c. If at any time during the life of this agreement the University implements a 4 & 2 work schedule for dispatchers, the University and Union shall meet to address the impacts of such implementation, including but not limited to, the matter of compensatory time.

- *Modify Article in Section 2B by adding the following language:*

Effective January 1, 2026, members of the bargaining unit shall not be able to accrue more than three hundred and sixty (360) hours of compensatory leave. Members of the bargaining unit with a compensatory leave balance in excess of three hundred and sixty (360) hours on January 1, 2026 shall not lose excess hours, however, they shall be able unable to accrue any additional compensatory leave until they are below the cap of three hundred and sixty (360) hours.

- *Modify Article in Section 7 by adding the following language:*

Employees rendering service on the second shift (1430 to 2245) shall receive a shift differential of one dollar twenty-five cents (\$1.25) per hour for each hour worked. Employees rendering service on a third shift (2230 to 0645) shall receive a shift differential of one dollar fifty cents (\$1.50) per hour for each full hour worked. All employees starting shifts at or after 1430 hours on Friday and finishing at or before 0630 hours on Monday shall receive a shift differential of one dollar seventy-five cents (\$1.75) for each full hour worked. Employees rendering service on Christmas Day, New Year's Day, or Thanksgiving shall receive a shift differential of one dollar (\$1.00) per hour for each full hour worked.

Effective January 5, 2025, the shift differential for the second shift shall be increased to one dollar and fifty cents (\$1.50) per hour for each full hour worked, the shift differential for the third shift shall be increased to one dollar and seventy-five cents (\$1.75) per hour for each full hour worked, and the shift differential for shifts starting at or after 1430 hours on Friday and finishing at or before 0630 hours on Monday shall be increased to two dollars (\$2.00) per hour for each full hour worked.

Article 9 Vacation

- *Modify Article in Section 7 in the following manner:*

Section 7.

The appointing authority shall grant vacation leave within twelve months after it is credited, unless in the appointing authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies.

~~Effective January 1, 2016, no employee shall carry more than two times the maximum annual accrual rate; the parties agree that current employees with accrual rates in excess of maximum rate on 1/1/15 must use excess by 1/1/16 or time will be converted to sick.~~

Effective June 30, 2025, no employee shall carry more than three hundred and sixty-eight (368) hours (i.e., 46 days) of accrued vacation credit hours.

~~Except as provided for in this section, u~~Unused vacation leave days accrued in excess of the allowable accrued rate will be forfeited and deducted from the employee's vacation credit amount.

Article 12 - Employee Compensation

- *Modify Article to reflect the following:*

1. Salary Increases

Subject to the eligibility requirements contained in section 2 below, salary increases shall be as follows:

- a. Effective January 5, 2025, members of the bargaining unit with a performance rating of at least "Successful" on his or her most recent performance evaluation shall receive a base salary increase of three percent (3.0%).
- b. Effective July 13, 2025, members of the bargaining unit with a performance rating of at least "Successful" on his or her most recent performance evaluation shall receive a base salary increase of two percent (2.0%).
- c. Effective January 4, 2026, members of the bargaining unit with a performance rating of at least "Successful" on his or her most recent performance evaluation shall receive a base salary increase of two percent (2.0%).
- d. Effective July 12, 2026, members of the bargaining unit with a performance rating of at least "Successful" on his or her most recent performance evaluation shall receive a base salary increase of two percent (2.0%).

- e. Effective January 3, 2027, members of the bargaining unit with a performance rating of at least “Successful” on his or her most recent performance evaluation shall receive a base salary increase of two percent (2.0%).

2. To be eligible for the any salary increase contained in section 1 above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the pay period during which the such salary increase is implemented; or b) retired, deceased, or laid off 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 or are not on the payroll, except as provided for above, when the salary increases are implemented, are not eligible for the increase or any retroactive pay.

3. Effective January 5, 2025, an Adjustment Pool equal to \$200.00 per FTE in the bargaining unit, shall be established. (A pro rata amount should be factored into this pool for less than full time bargaining unit members.) The number of employees in the bargaining unit will be based on the average monthly enrollment for Fiscal Year 2024 as it is recorded in the University’s HRIS system. **The Parties agree that the Adjustment Pool funds will be fully expended to cover the cost items specifically identified in this Memorandum of Agreement.**

4. Step Placement for New Employees

The University may credit the prior relevant experience of any new employee by placing such new employee at an initial step-in-grade commensurate with such prior relevant experience; provided, that any such advancement in such new employee’s step-in-grade shall not affect his/her seniority as defined in the agreement.

Article 14 – Health and Welfare

- *Modify Article in Section 1 by adding the following language:*

Dental Insurance

The Employer’s funding obligation shall not exceed \$16.50 per employee per week. Effective January 5, 2025, this funding obligation shall increase to \$17.00 per employee per week.

The cost sharing for participants for the three-tier plan design with Altus Dental Option 2 will not exceed the following:

Employee only	10%
Employee plus 1	20%
Family	30%

Should the funding obligations above not cover the cost of the plan, the employer and union will meet to discuss an increase to the employee contribution percentage on a proportional basis to cover such deficiencies in funding.

Prior to January 1, 2025, the University and Union shall review the plan options from Altus, Delta, BCBS and MetLife for the purpose of determining a dental insurance carrier going forward. The contribution amounts identified above shall be applied to whichever carrier is determined.

Article 24 - Evaluation of Unit Members

- *Add a new Section 8 to reflect the following:*

It is understood by the Parties that 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 the university reaching out to the union, and notwithstanding any language provided for under the collective bargaining agreement, the Parties will meet to discuss implement revisions to the current employee performance management program, to include but not limited to, the evaluation tools, performance criteria, and process.

1. 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.

Effective September 1 of each year to be paid through bi-weekly payroll:

~~September 1, 2017 \$350~~

~~September 1, 2018 \$375~~

September 1, 2019 \$400

September 1, 2025 \$450

~~Parking rates shall be reinstated effective Fall 2022.~~

Payroll deductions shall be made on a pre-tax basis. Employees who choose not to pay the parking fee will be prohibited from parking in campus parking lots. Notwithstanding the above rates, the parties agree that the union retains its right to request that all future parking rate increases not exceed the percentage increases received by the bargaining unit in that fiscal year.

2. Article 38 – Duration

- *Modify Article in the following manner:*

This Agreement shall be for ~~a three (3) the one (1) year~~ period from July 1, 202~~4~~³ through June 30, 202~~4~~⁷ and terms contained herein shall become effective on July 1, 202~~4~~³ unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 202~~4~~⁷.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiation is reached.

Appendix B - Side Letter Outside Detail Rate

Effective June 1, 2018, the Outside Detail Rates or entities not associated with UML shall be as follows:

Patrol Officers: \$50.00/hour

Sergeants: \$54.00/hour

Lieutenants: \$60.00/hour

Effective July 1, 2025, the detail rate for all members of the bargaining unit working a non-University related event at the Tsongas Center shall be \$65.00 per hour. If a detail for such an event requires four (4) or more uniformed officers, the supervising officer (officer in charge) for the detail shall receive an additional \$5.00 per hour.

The rates outlined above shall be considered minimum rates for each job classification. If/when performing work in a city/town or for an entity that pays a higher rate than outlined above, the officer shall receive the higher rate of pay.

The University of Massachusetts may charge an administrative fee to the outside entity in addition to the specified hourly rate listed in this side letter. If an officer works beyond eight (8) hours on a detail, the officer will be compensated at time and one half of this hourly-rate listed in this paragraph for all work beyond the end of the eighth hour of such detail.

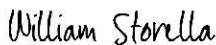
All institutional shifts necessary to provide regular standards of service as determined by the University must be covered before employees may perform outside work.

Executed on this _____ day of October 2024

For the University:

For the Union:

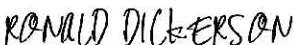
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William Storella, Director of Labor Relations
11/5/2024 | 10:07 EST

Thomas G. Mari, President/Principal Officer

DocuSigned by:



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Ronald Dickerson, Chief of Police
11/5/2024 | 08:59 EST

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Jason A. Lopes, Business Agent
11/1/2024 | 09:28 PDT

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John Dunlap
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11/5/2024 | 1:05:03 PM EST
John Dunlap, Chief Human Resources Officer

DocuSigned by:
J. Connor
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Jeff Connors, Shop Steward
11/1/2024 | 17:44 EDT

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Martin T. Meehan
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Martin Meehan, President
11/9/2024 | 4:35:50 AM EST

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Scott Childs, Shop Steward
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