

Memorandum of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts Lowell and Service Employees International Union, Local 888

This Memorandum of Agreement is by and between the University of Massachusetts Lowell (“University”) and the Service Employees International Union, Local 888 (“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.

1. Article 5: Non-Discrimination/Affirmative Action

- *Modify article in section A to reflect the following:*

A. Non-Discrimination

The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of membership or non-membership in the Union, or on the basis of any activities in connection with the Union. The Parties also agree not to discriminate or retaliate against Unit Members on the basis of 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. ~~race, religion, creed, color, national origin, gender, identity or expression, age, marital status, sexual orientation, handicap, veteran’s status or any other protect class.~~

2. Article 9: Hours

- *Modify article in section A to reflect the following:*

A. Compensatory Time

Employees in the bargaining unit shall be granted compensatory time off for work performed on the weekends, or regularly scheduled days-off, and/or holidays.

- a. Exempt employees required to report to campus during a campus closure day resulting from weather (not including partial closures or late openings); receive minimum 3 hours compensatory time, maximum of 7.5 hours;
- b. Use or lose in the increment that it is awarded within ~~60~~120 days; an employee that timely requests use of leave and is denied such use within ~~60~~120 days shall have an additional 30 days to use the earned compensatory leave.

3. Article 10: Salaries

- *Modify Article 10 to reflect the following:*

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

- i. Effective January 5, 2025, members of the bargaining unit who meet the eligibility criteria for “Successful” performance shall receive a base salary increase of three and a half percent (3.5%).
- ii. Effective July 13, 2025, members of the bargaining unit who meet the eligibility criteria for “Successful” performance shall receive a base salary increase of two and one quarter percent (2.25%).
- iii. Effective January 4, 2026, members of the bargaining unit who meet the eligibility criteria for “Successful” performance shall receive a base salary increase of two and one quarter percent (2.25%).
- iv. Effective July 12, 2026, members of the bargaining unit who meet the eligibility criteria for “Successful” performance shall receive a base salary increase of two and one quarter percent (2.25%).
- v. Effective January 3, 2027, members of the bargaining unit who meet the eligibility criteria for “Successful” performance shall receive a base salary increase of two and one quarter percent (2.25%).

Members of the bargaining unit who have a performance rating of less than “Successful” shall receive the applicable base salary increase if they have not been given a professional development plan (PDP).

For members on a PDP with a performance rating of less than “Successful” and upon a successful completion of the PDP, they shall receive the applicable base salary increase prospectively.

b) To be eligible for any salary adjustment contained above, an employee must be hired by the university prior to October 1 to receive a January salary increase and prior to April 1 to receive a July increase and hired and, on the payroll, including any authorized leave of absences, on the effective date of salary increase and either 1) on the payroll during the pay period during which the such salary increase is implemented; or 2) retired, deceased, or laid off after the effective date of the salary increase.

Remainder of Article Unchanged

5. Article 13: Leave

- *Modify article in section A(2) to reflect the following:*

The Appointing Authority agrees to continuation of the Sick Leave Bank to be used by employees who have completed their probationary period in case of catastrophic illness or injury. This Sick Leave Bank is to be administered by the officers of the Professional Administrative Unit. The sick days in the bank shall be contributed by members of the Unit. ~~Employees must contribute to the Bank if they wish to become members.~~ Employees must donate one (1) day of

sick or vacation leave during the annual open enrollment period in order to join or renew their membership in the bank. Employees must use all paid ~~vacation~~, personal and sick leave and have no more than five (5) days of vacation leave before drawing on the Sick Leave Bank. There is a 60 day cap for the use of the sick leave bank. The union will provide an annual accounting of the bank balance.

The University and Union shall meet annually prior to the open enrollment period for the purpose of assessing the balance and stability of the Sick Leave Bank. If the University and Union determine that changes to the donation process to the Sick Leave Bank are necessary, such changes shall be mutually agreed upon and instituted prior to the open enrollment period.

6. **Article 14: Vacations**

- *Modify article in Section A(1) to reflect the following:*

Except in cases of emergency, vacation leave must be requested and approved in advance.

- *Modify article in Section F as follows:*

F. **Appointing Authority**

The Appointing Authority shall grant vacation leave within twelve (12) 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. No Unit Member shall carry more than sixty-four (64) days of vacation leave credit.

Effective January 1, 2026, no bargaining unit member shall carry more than fifty-five (55) days (i.e. 412.5 hours) of vacation leave credit.

Effective January 1, 2027, no bargaining unit member shall carry more than forty-six (46) days (i.e. 345 hours) of vacation credit leave.

Retirement eligible bargaining unit members who notify the University in writing of their intent to retire before September 1, 2025, with a retirement date no later than June 30, 2027, shall continue to carry up to sixty-four (64) days of vacation leave credit through their identified retirement date.

Any employee who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation leave would be lost if not taken. Effective June 30, 2027, employees hired after January 1, 2015, with unused vacation leave shall no longer have such leave converted into sick leave and employees hired prior to January 1, 2015 shall have fifty percent (50%) of their unused vacation leave converted into sick leave. ~~Except in cases of emergency, vacation leave must be requested and approved in advance.~~

7. **Article 20: Discipline, Discharge, and Lay-off**

- *Modify article in section B(2) to reflect the following:*

Notice Period: The university shall provide the union five (5) business days advanced notice prior to providing notice of a layoff to any employee. Following the five-day notice period, the university shall provide ninety (90) calendar days' written notice to employee(s) of the layoff decision. In extreme financial circumstances, the university may provide thirty (30) calendar days' written notice rather than the ninety (90) calendar days' notice above. The union shall receive a copy of the layoff notification.

For layoffs resulting from extreme financial circumstances, laid off employees may elect to receive payment of up to the equivalent of three (3) weeks' pay in lieu of notice from the thirty (30) calendar days' notification period.

8. **Article 23: Miscellaneous**

- *Modify article in section D to reflect the following:*

The annual fee for all bargaining unit members parking in designated University parking lots shall be:

September 1, 2019: \$400.00 (reinstated effective September 1, 2022)

September 1, 2025: \$450.00

9. **Article 29: Duration**

- *Modify article to reflect the following:*

This Agreement shall be for the three (3) a one (1) year period from July 1, 202~~4~~⁷ to June 30, 202~~7~~⁴ and terms contained herein shall become effective upon ratification of this agreement unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2027. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

10. **Memorandum of Agreement on Remote Work**

Execute a memorandum of agreement providing for eligible members of the bargaining unit the ability to work remote during the business days between the Christmas and New Years holidays. The memorandum of agreement shall take into consideration campus and departmental needs when identifying employee eligibility.

11. **Appendix J: MOA – Position Classification and Compensation System**

Remove Job Titles and Grade from Appendix J from the collective bargaining agreement. Agreement to remain intact.

12. **Appendix F: Evaluation of Unit Members***Language to be included in MOA only*

It is understood by the Parties that the university may transition to an online platform to administer and facilitate employee performance management and anticipate commencement as early as 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 and implement revisions to the current employee performance management program, to include but not limited to, the evaluation tool, performance criteria, and process.

13. **Housekeeping**

- Update all male and female pronoun references throughout CBA to a more gender - inclusive term.
- Change Juneteenth National Independent Day to: Juneteenth National Independence Day.

Executed this 13th day of November 2024

For the University:

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Kerry Donohoe, Dean 11/13/2024 | 19:26 EST

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Brenda Evans

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