

**Memorandum of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts Lowell and Classified/Technical Unit, MTA/NEA**

This Memorandum of Agreement is by and between the University of Massachusetts Lowell (“University”) and the Classified/Technical Unit, MTA (“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 4

AGENCY SERVICE FEE (Tentative Agreement)

- *Modify article in the following manner:*

Section 1:

Each employee who elects not to join or maintain membership in the Union ~~shall be required to~~ may 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. In such litigation, the appointing authority shall have no obligation to defend the termination.~~

Section 4 2:

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 3:

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 Check-off 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 here under or from deductions made by the appointing authority.

Section 4:

Should the law allow for mandatory agency service fees at a future date, the employer agrees to meet with the Union to discuss any necessary revisions to this article.

ARTICLE 5
UNION BUSINESS (Tentative Agreement)

- *Modify Section 8 to read as follows:*

Employer Provision of Information

The Employer shall be required to provide the Union with the following information **electronically on a monthly basis, or more frequently where specified:**

- A. **Every three months** A list of **all new** employees in the bargaining unit **to include each employee's: date of hire in the bargaining unit; date of employment with the University; and classification title; grade and step; and their directory information, including home address and telephone number; year-to-date dues deduction amount, among other information currently provided as part of the monthly report.**
- B. **Every six months** A list of **all employees who have been terminated bargaining unit members separated from work, either through termination, layoff, or resignation, with the employee's name, classification title, and reason for the separation of employment.**
- C. **The Employer will provide the name, title, step, grade, and directory information for new members of the bargaining unit within fourteen (14) days of employment.**
- D. **C.**—The Employer will provide the names of all employees who withdrew checkoff authorization **within two months of such withdrawal.**

E. D. A list of employees in each bargaining unit, including title and last date of hire. Such lists shall be updated each six months unit members who have transferred out of the bargaining unit, to include their new bargaining unit status.

ARTICLE 6
NON-DISCRIMINATION AND AFFIRMATIVE ACTION (Tentative Agreement)

- *Modify article 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 age, creed, 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 classes.race, religion, creed, color, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status.

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 age, creed 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 classes race, religion, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status 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.

Section 3:

This Article shall be in accordance with all applicable federal and state laws.

Section 4:

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.

ARTICLE 9
VACATION

- *Modify section in the following manner*

Section 6:

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.

No employee shall carry more than fifty 50 days of vacation leave credits. **Effective January 1, 2026, no employee shall carry more than forty-six (46) days (i.e., 345 hours) of vacation leave credits**

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

ARTICLE 12
EMPLOYEE COMPENSATION

- *Modify Section 1 to read as follows:*

Section 1. Annual Salary Rate Increases

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

1. **Effective January 12, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of three percent (3.0%).**
2. **Effective July 13, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).**
3. **Effective January 11, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).**
4. **Effective July 12, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).**

5. Effective January 10, 2027, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either 1) on the payroll during the paid period during which such salary increase is implemented; or 2) retired or deceased 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 are not eligible for the increase or any retroactive pay.

Adjustment Pool Per State Economic Parameters

Annually, the University shall provide a payment in the amount of two hundred dollars (\$200.00) to each member of the bargaining unit, pro rata for members employed less than full-time, to support and promote the health and wellness of bargaining unit members. This payment shall be subject to applicable statutory withholdings.

ARTICLE 24 (UML) Evaluation of Unit Members (Tentative Agreement)

Language to be included in MOA only

It is understood by the Parties that the university intends to 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 bargain the implementation of a revised performance appraisal tool and process, to include potential advanced notification to employees who are anticipated to receive a “Needs Improvement” or “Unsatisfactory” on their evaluation.

ARTICLE 26: LABOR/MANAGEMENT COMMITTEE

- *Modify article in the following manner:*

Section 1: Campus Level

With respect to each Unit covered by this Agreement, there shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be composed of four (4) members: two (2) representing the campus administration and two (2) representing the Local. Such representatives shall respectively be appointed by the Chancellor and the Local.

The purpose of said Committee shall be to discuss matters of mutual concern to the campus and Local, including safety, equipment, classification and compensation, job descriptions and responsibilities, and other matters pertaining to employer/employee relations. It is also agreed that the Committee shall meet regularly and agree to include, as a standing agenda item, the status of accretions and other new positions to the bargaining unit.

The Committee shall seek to meet regularly and shall endeavor to establish a consistent cadence for its meetings unless otherwise mutually agreed. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement. The Committee may be used as a forum to discuss and, where possible, resolve issues before they are formally escalated as contractual or statutory disputes.

Section 2: University Committees

- A. Upon the formation of any task force or committee charged with making or influencing policy or personnel decisions and/or recommendations directly affecting bargaining unit members, the University shall consider including Union representation.
- B. Such requests to participate in a committee or task force shall not be unreasonably denied.

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 July 1, 2009, there will be established a fee for all bargaining unit members parking in designated University lots.

~~Effective September 1st of each year, to be paid on a pre-tax by biweekly payroll, t~~The annual fees for all bargaining unit members parking in designated University parking lots, to be paid pre tax by biweekly payroll, shall be:

<u>September 1, 2018</u>	<u>\$375.00</u>
September 1, 2019	\$400.00
<u>September 1, 2025</u>	<u>\$450.00</u>

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.

The University shall promulgate a form and process which shall require individuals to authorize either a monthly or annual payment. Monthly payments shall be made on a pre-tax basis and deducted directly from the member's paycheck. Annual payments shall be made by check.

For the life of this agreement, parking fee increases shall not be raised by more than the percentage increase in salary received by the bargaining unit in that fiscal year.

Health and Safety and Health and Safety Committee

The university agrees to provide working conditions that meet health and safety standards provided for in applicable state, federal, and local statutes. When a condition is found not to meet such standards, the university agrees to remedy such conditions in compliance with the applicable statutory and regulatory standards; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront them with an imminent safety and/or health danger.

- Establish a Health and Safety Committee as follows:

There shall be established a committee to be known as the Health and Safety Committee. This committee shall be comprised of four (4) individuals, two (2) appointed by the Employer/University Administration and two (2) by the Union. The committee shall meet every three (3) months. The parties may mutually agree to adjust the frequency of meetings as the need arises.

The Health and Safety Committee members shall meet to discuss health and safety concerns involving air quality and ventilation, environments with flammable or combustible materials, exposure to high voltage power sources, dangerous levels of radiation, occupational stress, unsanitary conditions, potential threats to personal safety, and ergonomic assessments. Either party may submit items for the agenda to the other party at least one (1) week prior to any scheduled committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. Health and Safety Committee members shall receive release time to attend meetings.

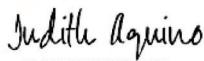
Gender-neutral References

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

Agreed to this sixth day of August 2025

For the Union:

DocuSigned by:

 Judith Aquino

8/8/2025

Judith Aquino, President, CTU

Signed by:

 Christine Gramstorff

8/7/2025

Christine Gramstorff, CTU Bargaining Team

Signed by:

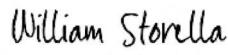
 Miles Stern

8/6/2025

Miles Stern, Field Rep./Organizer, MTA

For the University:

DocuSigned by:

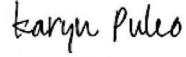
 William Storella

30A5D4D7FFCE417...

8/6/2025

William Storella, Senior Director, Labor Relations

DocuSigned by:

 Karyn Puleo

1A2B54E938EE49C...

8/6/2025

Karyn Puleo, Executive Director, Facilities Business Operations

DocuSigned by:

 Jon Victorine

8/6/2025

Jon Victorine, Asst. Vice Chancellor, Admin Services

DocuSigned by:

 John Dunlap

8/8/2025 | 3:30:03 PM EDT

529C9F9F3299469...

John Dunlap, Chief Human Resources Officer

DocuSigned by:

 Martin T. Meehan

8/14/2025 | 1:29:30 PM EDT

Martin Meehan, President