

**Memorandum of Agreement
Between
MTA/Classified Technical Unit and
The University of Massachusetts Lowell
July 1, 2012 to June 30, 2014**

**ARTICLE 8
LEAVE**

Section 2: Paid Personal Leave

Add two additional Paid Personal Leave days in lieu of the two Suffolk County Holidays.
Revise schedule for crediting days for individuals with hire dates later than January 1 of each calendar year.

<u>Date of Hire into the Unit</u>	<u>Personal Leave Days Credited</u>
January 1 to March 31	8 Days
April 1 through June 30	6 Days
July 1 through September 30	4 Days
October 1 through December 31	2 Days

Section 10 Education Leave

Subject to the approval of the immediate supervisor a bargaining unit member may request to take no more than one course per semester at the University of Massachusetts Lowell, during his/her regularly scheduled working hours, subject to the following:

- For courses or a degree program directly related to the employee's current job function, as determined by the immediate supervisor, courses may be taken without any loss time, compensation, or benefits.
- For courses or a degree program not directly related to the employee's current job function, as determined by the immediate supervisor, time away from work, including travel time to and from the course, must be made up within the week in which the time is taken.

The decision of the immediate supervisor is final and this provision is not subject to the grievance and arbitration process.

**ARTICLE 10
HOLIDAYS**

Propose removal of two Suffolk County Holidays, Evacuation Day and Bunker Hill Day and adding two Personal Days per year.

**ARTICLE 12
EMPLOYEE COMPENSATION**

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

1. Effective July 1, 2012, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.
2. Effective the first pay period of January 2013 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation
3. Effective the first pay period of July 2013 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation
4. Effective the first pay period of January 2014 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

ARTICLE 14
HEALTH AND WELFARE

- A. Effective the first pay period in January 2014, the University agrees to contribute on behalf of each full-time-equivalent unit member an additional fifty cents (\$0.50) per calendar week to the appropriate Health & Welfare Fund.
- B. Effective the first pay period in June 2014, the University agrees to contribute on behalf of each full-time-equivalent unit member an additional fifty cents (\$0.50) per calendar week to the appropriate Health & Welfare Fund.

ARTICLE 15
TUITION REMISSION

The University agrees to continue the freeze through June 30, 2014, on mandatory fees for spouses and dependents of unit members at the same level as in academic year 2008-2009

ARTICLE 24
EVALUATIONS

The University will meet with the union to bargain the implementation of a revised Performance Appraisal form and process. The parties shall mutually agree to any such revisions prior to implementing or utilizing any new form or process for the bargaining unit. A simplified version of such form and process may be used for the trial period associated with the promotion process.

ARTICLE 36
PARKING

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, 2012, the annual fees for all bargaining unit members parking in designated University parking lots shall be:

September 1, 2012	\$175.00
September 1, 2013	\$200.00

Effective September 1, 2012, the Union agrees to accept the amount of \$160.00/year and will supplement the amount up to the rate listed above.

Effective September 1, 2013, the Union agrees to accept the amount of \$165.00/year and will supplement the amount up to the rate listed above.

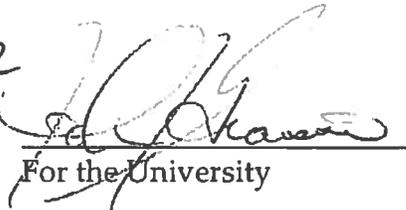
It is also agreed that the above rates of \$160.00 and \$165.00 were derived by using the process identified in Article 36 of the 2009 to 2012 agreement, and supplemented by funds from the bargaining unit's unexpended Special Campus Needs funds. Notwithstanding the above rates, the parties agree that 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.

Payroll deductions shall be made on a pre-tax basis. Individuals wishing to pay the annual amount may do so by check.

ARTICLE 40
POSITION CLASSIFICATION REVIEW COMMITTEE

The parties mutually agree to establish an advisory committee comprised of Unit and Non-Unit staff, whose charge will be to participate and to make recommendations related and implementation of a standardized position classification system.

Further, the employer and the union agree to establish a committee with two (2) representatives of each party, to bargain the implementation of a uniform salary administration and career ladder program for bargaining unit members.

	3/13/12		3-13-2012
For the Union	Date	For the University	Date