

Memorandum of Agreement  
Successor Collective Bargaining Agreement  
University of Massachusetts and Grant and Contract Funded Employees/Massachusetts Teachers  
Association  
July 1, 2018-June 30, 2020

This agreement is between the Board of Trustees of the University of Massachusetts (hereinafter "University") and the Grant and Contract Funded Employees Associated with the Massachusetts Teachers Association, LR3 (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 July 1, 2017 through June 30, 2018. This agreement covers the term July 1, 2018 through June 30, 2020. 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, 2018 through June 30, 2020 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:

**Article 2  
Union Rights**

Strike Article 2.9 A. 6: "or agency fee"

**Article 4  
Agency Service Fee**

Strike Article 4 Agency Service Fee in its entirety.

**Article 6  
Affirmative Action/Sexual Harassment/Non-Discrimination**

A. The Parties agree not to violate any university guidelines or applicable state and federal non-discrimination laws, including retaliation, against employees covered by this Agreement on the basis of race, religion, creed, color, national origin, gender (including sexual harassment and sexual misconduct), age, marital status, sexual orientation, political beliefs, ancestry, ethnicity, gender identity or expression, genetics, disability, pregnancy or related conditions, Protected Veteran status or protections under USERRA.

B. In compliance with state and federal laws, positive and aggressive measures will be taken to redress 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, and compensation. If Human Resources/Equal Opportunity and Outreach determines that there was a violation of any of the university's non-discrimination policies, or it finds that there has been inappropriate or unprofessional conduct, the university as the employer

at its discretion may take appropriate administrative and/ or disciplinary action. The university will endeavor to ensure that all GRACE bargaining unit members impacted by a violation of the university's non-discrimination policies will have a safe and harassment-free workplace.

F. Increase reporting time from thirty (30) days to six (6) months.

## **Article 7 Grievance and Arbitration Procedure**

### **Section 7.5 Procedure for Filing a Grievance**

Step 4 - Arbitration

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

1. Gary Altman
2. Diane Zaar Cochran
3. Roberta Golick
4. Richard Boulanger

## **Article 18 Unpaid Leaves**

Section 18.1, C Family and Medical Leaves

Change "Commonwealth" to "UMass Lowell." for joint eligibility for 10 days paid leave in conjunction with birth, adoption, or placement of a child.

## **Article 19 Paid Leaves**

### **Section 19.1.I**

Insert new last sentence: "Except in cases of layoff or in instances where a grant funding is significantly reduced, employees must provide thirty (30) calendar days' notice of intent to retire to be eligible for sick leave payout."

### **Section 19.2 Sick Leave Bank**

A. The Appointing Authority agrees to a Sick Leave Bank to be used by employees that have completed his or her probationary period in case of catastrophic illness or injury to the employee or for the purpose of addressing a domestic abuse situation as provided in M.G. L. c. 149, §52E (the Massachusetts "Domestic Violence Leave Act") The sick days in the bank shall be contributed by members of the Unit during an established annual open enrollment period not to exceed 30 days. The Union must provide to the University, within 30 days following the end of the open enrollment period, a list of members eligible for the sick leave bank, the donation amount of each employee (a

**ARTICLE 6:  
NONwDISCRIMINATION AND AFFIRMATIVE ACTION**

***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.

***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 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.

**ARTICLE6**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**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, age, mental or physical handicap, veteran's status, sexual orientation, or marital 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 race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital 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. The Employer and the Union agree that all forms of discrimination including sexual harassment are illegal practices that will not be condoned in the workplace. Sexual harassment shall be considered as an act of sex discrimination for the purpose of this Article. The University and the Union further agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination.

**Section 3.** This Article shall be in accordance with all applicable federal and state laws.

**Section 4.** Any charges of discrimination in violation of this Article made by an employee covered by this Agreement, shall be subject to University's Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the grievance and arbitration procedure contained in Article 29 of this Agreement.

Any disciplinary actions taken against employees covered by this Agreement shall be subject to either the University's Equal Employment Opportunity grievance procedure or the grievance and arbitration procedure contained in Article 29 of this Agreement but under no circumstances may an employee utilize both grievance procedures.

## ARTICLE XI

### AFFIRMATIVE ACTION PROGRAMS

Consonant with the other provisions of this Agreement, the Board, and the MSP agree they shall cooperate with each other in the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies and/or as adopted by the Board and in effect during this Agreement.

Accordingly, the Board and the MSP agree that every effort will be made to assure equality of opportunity in all aspects of employment, including recruitment, selection and placement, wages, training and promotion, termination, and other terms and conditions of employment, without regard to race, color, national origin, religion, sex, age, marital status, handicapped, sexual orientation, gender identity, or veteran status.

**ARTICLE 6**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**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.

**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 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 construed to 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 5: NON-DISCRIMINATION/AFFIRMATIVE ACTION

### 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 against Unit Members on the basis of race, religion, creed, color, national origin, gender, age, marital status, sexual orientation, handicap, or status as a Vietnam-era veteran.

### B. *Affirmative Action*

In compliance with state and federal law, positive and aggressive measures will 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, and compensation.

Any matters concerning Section B of this Article shall be subject to the University's Affirmative Action grievance procedure and not the grievance and arbitration procedure in Article 7 of this Agreement.

**ARTICLE III. Management Rights**

- 3.01. The right to enact University policies, rules, and regulations that are not in conflict with this agreement.
- 3.02. The right to hire, promote, suspend, discipline, transfer or discharge for just cause all employees and determine their qualifications in accordance with Section VII of this agreement.
- 3.03. The right to relieve employees from duty because of lack of work, legislative budget reductions, financial constraint, reduction in externally funded faculty research activity, or other proper reasons in accordance with Section XI of this agreement.
- 3.04. The right to determine financial policies, budgetary preparation and submission including accounting procedures.
- 3.05. The University will discuss with the Union-University Committee any changes in the rules before they are put into effect.

**ARTICLE IV. Non-Discrimination**

- 4.01. The University shall not discriminate on the basis of race, native language or dialect, gender, color, religion, marital status, parental status, national origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or Union affiliation and/or activities.
- 4.02. To assure effective support services, foster good communications and better understanding between the University and its international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the International Student Office.

**ARTICLE V. Union Representation**

- 5.01. The Union shall be represented by a Union Committee composed of stewards and unit officers who shall be employees of the University. The Union Committee shall handle grievances and contract negotiations.
- 5.02. All Union Committee members will be selected in such manner as may be provided by the Constitution and Bylaws of the Union.
- 5.03. The Unit Officers shall represent the Local Union at the third step and subsequent steps of the Grievance Procedure and at any special meetings with the University. A representative from the Local and/or the International Union may also participate in such meetings.
- 5.04. The investigation and processing of grievances during the various steps of the Grievance Procedure and contract negotiations must take place during scheduled working hours. The official Union representative(s) shall not lose any contractual benefits or pay in the course of their union and contractual duties.



Adjunct Faculty CBA January 2019 to December 2021

17.1.1 Pre-Retrenchment: General Provisions

17.1.1.1 The parties recognize that intelligent planning to avoid retrenchment is essential as a matter of efficient management; the furtherance of reasonable expectations of employment security for unit members; and the need to retain the integrity and continuity of the University's Program of Affirmative Action and continue the implementation of this program as required by federal and state law, regulations, guidelines and policies.

17.1.1.2 If and when retrenchment seems imminent, the University shall make plans to permit attrition to effect the required reduction of Faculty.

17.1.1.3 Prior to implementing Retrenchment, the University shall meet with the union to notify them of the proposed impact of the retrenchment including the reduction, curtailment, modification or discontinuance of programs or courses which will lead to a reduction in Unit size.

17.1.1.4 When a plan or policy of retrenchment is necessary, the process established in Article XIII, Faculty Structure for non-reappointment and recall rights shall apply

17.1.2 Other Rights

17.1.2.1 Nothing contained in this Article or in this Agreement shall supersede or abrogate the rights of Faculty as state employees, either as veterans or in any other respect that may be established under the General Laws of the Commonwealth of Massachusetts.

17.1.2.2 The parties agree to a joint committee having as its charge the development and prioritization of a list of alternatives to retrenchment which list, upon acceptance by both parties shall become part of this Article. The committee shall be composed of two (2) bargaining unit members chosen by the Union and two (2) members chosen by the University Administration.

**18 ARTICLE 18: DISPUTE GRIEVANCE AND ARBITRATION PROCEDURE**

18.1A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a term or provision of this Agreement. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable.

18.2 An aggrieved Faculty member or the Union shall present a grievance within twenty (20) working days of its occurrence or discovery. A Faculty member may be accompanied by a Union representative at any step of the of the grievance procedure.

18.3 The following steps shall be followed in the processing of disputes/grievances: