

Memorandum of Agreement

By and between

UMass Chan Medical School

And

AFSCME Council 93, Local 2616

This Memorandum of Agreement (Agreement) is by and between UMass Chan Medical School (“UMass Chan” or “University”) and AFSCME Council 93, Local 2616 (“Union”), collectively, the “parties,” and contains the parties’ agreement for a Collective Bargaining Agreement covering the period July 1, 2025, through June 30, 2026.

Proposal(s) by either party that are not incorporated in this memorandum of agreement shall be considered withdrawn, with all rights reserved to the Parties to raise such proposals in future negotiations or other appropriate circumstances. The terms of this agreement are subject to the parties reaching a final agreement ratified by AFSCME Local 2616 and executed by UMass Chan and the University of Massachusetts President’s Office.

1. Article 7, Section 8, Weekend Differential

Modify as follows:

- A. Employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of ~~\$.50~~ \$.75 per hour for each hour worked. A weekend shift shall be one that commences at 9:00 pm or after on Friday and ends not later than 9:00 am on Monday. Such weekend differential shall be paid in addition to any appropriate shift differential as defined in Section 7A. B. and C. above.

~~Effective July 1, 2006 such weekend differential shall increase to \$.75 per hour for each hour worked.~~

2. Article 8, Section 1(A), Uniforms

Modify as follows:

- A. A three-season jacket with a ‘polartec like’ liner will be provided to employees working outside. The cleaning ~~and mending~~ of the jacket will be the responsibility of the employee.

3. Article 8, Section 1(G), Uniforms

Modify as follows:

- G. UMass Chan shall issue approved headgear—a dark blue baseball type hat ~~and winter knit cap~~ with the UMass Chan logo—for both interior and exterior work. No unapproved headgear may be worn.

4. Article 8, Section 4, Painters

Modify as follows:

- A. The painters will be issued 6 each industrial type white painter uniforms, and replaced as needed. Cleaning will be the responsibility of the employee.

5. Article 8, Section 5, Stores & Console Operators

Modify as follows:

- A. The Stores and Console Operators will be issued 6 each navy blue “golf type” shirts, and replaced as needed. Cleaning will be the responsibility of the employee.

6. Article 9, Earned Time, Section G (5), Maximum Accruals

Modify as follows:

- ~~a. Effective upon ratification, employees~~ Employees hired after that date shall carry no more than two hundred and forty (240) hours of vacation credit. As of the last full pay period of each fiscal year, the maximum number of vacation hours that an employee will be allowed to accrue and carry over into the next fiscal year is two hundred forty (240) hours. During the fiscal year, an employee will be allowed to accrue additional vacation hours over the two hundred forty (240) hour maximum, but the employee must use any accrued hours over the maximum by the last full pay period of that fiscal year or they will be lost and will not be paid out.

The Parties agree that the change in the maximum accrual rules from a “hard” 240 cap to the maximum accrual rule described above shall be implemented as soon as reasonably practicable by the employer after the ratification and execution of this Agreement by the parties.

- ~~a. Effective July 1, 2013, employees hired prior to July 1, 2013 whose cap is presently at 360 hours will have the total accrual cap reduced according to the following schedule:~~

~~Effective July 1, 2013, a new cap of three hundred and twenty (320) hours will be in place. Thereafter employees will no longer accrue vacation credits in excess of 320 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then current rate of regular pay for the pay period covering July 1, 2013.~~

~~Effective January 1, 2014, a new cap of two hundred and eighty (280) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 280 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then current rate of regular pay for the pay period covering January 1, 2014.~~

~~Effective June 30, 2014, a new cap of two hundred and forty (240) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 240~~

- ~~hours. Any hours in excess of those total hours will be paid out to employees at their then current rate of regular pay for the pay period covering June 30, 2014.~~
- ~~b. Effective upon ratification, employees hired prior to July 1, 2013 whose cap is presently five hundred and twelve hours (512) will have the total accrual cap reduced according to the following schedule:
Effective July 1, 2013, a new cap of three hundred and sixty (360) hours will be in place. Thereafter employees will no longer accrue vacation credits in excess of 360 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then current rate of regular pay for the pay period covering July 1, 2013.
Effective January 1, 2014, a new cap of three hundred and twenty (320) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 320 hours for that fiscal year. Any hours in excess of those total hours will be paid out to employees at their then current rate of regular pay for the pay period covering January 1, 2014.
Effective June 30, 2014, a new cap of two hundred and forty (240) hours will be in place. Thereafter, employees will no longer accrue vacation credits in excess of 240 hours. In the event an employee in this category has hours in excess of the new cap, up to a maximum of forty (40) hours, at his/her then current rate of regular pay for the pay period covering June 30, 2014.~~
- ~~c. Employees who have been denied the use of vacation time during the year and subsequently exceeded their cap, shall receive such denied time in the form of full payment. This payment will be made as soon as possible following the close of the relevant vacation year.~~
- ~~d. Effective June 30, 2014, employees who have reached the 240 hour cap that are denied the use of vacation time during the year and subsequently exceeded their cap, shall receive such denied time in the form of full payment. This payment will be made as soon as possible following the close of the relevant vacation year.~~

7. Article 10, Section 5, Adoptive, Family Medical, Parental and Medical Leave

Rename "Family & Medial Leave, replace subsections A-J with the following:

- A. FMLA Leave:** FMLA leave is governed by the UMass Chan FMLA Policy, No. 06.01.02, herein incorporated by reference, unless expressly modified by this agreement.
1. **Eligibility:** To be eligible for FMLA leave, an employee must be employed at least twelve (12) months and have worked a minimum 1,250 hours during the previous twelve (12) month period.
 2. **Pay During FMLA Leave:** An employee will be required to use all eligible sick time, personal and vacation time before being placed in an unpaid status. Sick time may be used:

- a. when the absence is due to the illness of the employee;
- b. by the parent for the first eight weeks after the birth of their child (8 weeks per child);
- c. by the parent of an adopted child or foster child for the first 8 weeks after the adoption or foster placement of that child.

3. **Family Sick Time** may be used: for an illness of a spouse, child, or parent of the employee. An employee may use up to a maximum of one hundred twenty hours (15 days) in a twelve-month period.
4. UMass Chan and its partners will administer FMLA leave in accordance with the Family and Medical Leave Act.

B. Parental Leave: Parental Leave is governed by the UMass Chan Parental Leave Policy, No. 06.01.20, incorporated herein by reference, unless expressly modified by this Agreement.

1. **Eligibility:** An employee must have worked at least three consecutive months as a full-time employee to be eligible for Parental Leave Act leave.
2. **Leave Allotment:** An employee is entitled to a maximum of eight (8) workweeks of parental leave either for the purpose of a birth, adoption or placement of a child (pursuant to a court order). If two UMass Chan employees give birth/adopt the same child, or placement of a child, the two employees are entitled to an aggregate of eight weeks of leave.
3. **Pay During Parental Leave:** An employee may request accrued sick, vacation or personal time be used during parental leave.
4. **Concurrent with Other Leaves:** Parental Leave will run concurrently with any available FMLA leave and Paid Family Medical Leave.
5. UMass Chan and its partners will administer parental leave in accordance with the Parental Leave Act, M.G.L. c.149 s. 105D, and any other applicable law.

C. Paid Family Medical Leave:

1. Employees may apply for Paid Family Medical Leave (PFML) with the Commonwealth's Department of Family and Medical Leave (DFML). The application and approval process for PFML is administered by the DFML. Employees applying for PFML shall otherwise adhere to all UMass Chan leave approval and documentation requirements.
2. Employees may be eligible for up to twenty (20) weeks of medical leave for their own serious health condition, 12 weeks of family medical leave, and an aggregate

of 26 weeks of PFML leave per benefit year, consistent with the Paid Family and Medical Leave Law, M.G.L. c. 175M.

3. Any leave utilized under UMass Chan leave policies for a qualifying reason under the Paid Family and Medical Leave Law shall run concurrently with any leave granted to the employee by the DFML.
4. If an employee on an approved PFML leave is placed on an “unpaid leave of absence,” the employee will be billed directly by the Group Insurance Commission (GIC) for the normal employee’s share of the premium. Premiums must be paid directly to the GIC within the specified timeframe. Otherwise, the GIC may terminate coverage.
5. Employees may supplement PFML benefits with their accrued leave, consistent with Paid Family and Medical Leave, M.G.L. c. 175M. An employee will not be billed directly by the GIC if the employee has enough accrued leave to allow for their share of the premium to be deducted from their wages.
6. UMass Chan and its partners will administer PFML leave in accordance with the Paid Family and Medical Leave Law, M.G.L. c. 175M, and any other applicable law or regulation.

Decisions made by and processes overseen by the Commonwealth’s Department of Family and Medical Leave shall not be subject to the parties’ grievance and arbitration procedures.

8. Article 14, Section 3, Step Rate Increases and Promotions

Modify as follows:

B. Whenever an employee receives a promotion to a position as defined in Article 16, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job grade;
2. add to this figure the "promotion factor" of the higher job grade (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job grade into which the employee is promoted;
4. the employee's salary rate shall be no lower than the first rate in the higher job grade that at least equals the resultant sum. The decision to place a promoted employee on a higher step than minimally required is within the University’s sole discretion, does not establish a past practice, and is not subject to the grievance and arbitration process.

5. if the employee is promoted into a supervisory position, and the aforementioned calculation results in the salary rate to be less than his/her subordinates' salary rate, the employee shall be placed at the next highest rate of his/her new grade that is above his/her subordinates' current salary rate.

The anniversary date for such employees shall become the date of promotion.

9. Article 16, Section 8, Reduction in Grade

Modify as follows:

A. Voluntary Demotion:

Any employee in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provisions of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

B. Involuntary Demotion Following a Promotion:

Any employee involuntarily demoted shall be placed at the same salary scale step they would occupy had their promotion never occurred.

10. Article 31, Section 2, Winter Weather Response Snow Removal

Modify as follows:

- A. UMass Chan will ask for ~~thirteen sixteen~~ (1316) volunteers, who will be designated as "Team A", to respond to winter weather conditions, including, but not limited to, snow removal. assist with snow removal. Team A will be placed on stand-by-status beginning on the 4th Sunday of November through the 2nd Saturday of April pursuant and will be subject to Article 8, Section 6 "Stand-by."
- B. UMass Chan will ask for an additional thirteen (13) volunteers, who will be designated as "Team B," ~~they will~~to be used as a backup team in the event that additional staff are required to assist Team A. for snow removal operations. Team B individuals will ~~not~~ be placed on stand-by status from the first Saturday of January through the first Saturday of March pursuant to Article 8, Section 6 "Stand-by "unless they are notified by Facilities Management at least 24 hours in advance.
- C. UMass Chan will provide an appropriate meal benefit to ~~volunteer shovelers and will also extend meals to~~ Team A, Team B and the Grounds Crew when called into work on an overtime basis for a snow emergency to respond to winter weather conditions, including, but not limited to, snow removal. Employees ~~Volunteer shovelers and Grounds Crew~~ will qualify for the benefit after a period of six (6) or more hours of work on site. Shovelers and Grounds crew-Qualifying employees shall be entitled to

no more than one (1) meal benefit per eight (8) hours of overtime work during a snow emergency.

- a. A ~~snow~~winter weather emergency shall be defined as the period of time that volunteers ~~s from Team A and/or Team B snow shovelers~~ are called in to perform work on an overtime basis and shall not include regularly scheduled overtime assigned to the Grounds Crew following a ~~snow event~~winter weather event.

D. If adjustments to the number of volunteers in paragraphs A and B are necessary, the Parties agree to meet and discuss prior to adjustment.

E. Snow Removal Volunteers: Volunteer shoveling opportunities, whether part of Team A, B or otherwise assigned, will first be offered to employees in grade 18 or lower, on the basis of seniority. If sufficient coverage is not obtained, volunteer shoveling opportunities may be offered to grades 19 and higher, on the basis of seniority. Volunteer drivers/equipment handlers are not subject to this limitation. All volunteers must be properly licensed to operate machinery.

11. Article 21, Section 3, Fees for Professional Licensure Classes:

Modify as follows:

- A. ~~For all bargaining unit members who need to obtain or maintain a Massachusetts professional license;~~ UMass Chan will pay the fees for all training & class material for bargaining unit members who must obtain or maintain a Massachusetts professional license as a required qualification of their positions. ~~UMass Chan will also pay the costs to obtain and renew such licenses, excluding fines or penalties incurred by the bargaining unit member. However, UMass Chan will not pay or reimburse the fee to renew or obtain the Massachusetts professional license.~~

B. For all bargaining unit members needing to obtain continuing education, UMass Chan will agree to allow bargaining unit members to attend the training session and UMass Chan will cover ~~half~~ the class time as hours worked if attended during their regular work schedule. A bargaining unit member must obtain prior approval from the Department for class time outside their regular schedule to be considered as hours worked.

12. Article 7, Section 2(C) Overtime

Insert the following language. This language replaces Facilities Standard Operating Procedure on Compensatory Time, ADMN003 Rev. 001.

- C. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the Department Head upon request of the employee.

Employees may accrue up to eighty (80) hours of compensatory time per fiscal year. Once an employee accrues eighty (80) hours of compensatory time, they cannot accrue additional compensatory time until their balance falls below eighty (80) hours. Employees may use up to eight (80) hours of compensatory time per calendar year. In the event an employee is on approved medical leave, and has exhausted all other earned time (sick, vacation, personal), the employee may utilize up to eighty (80) hours of compensatory time.

13. Article 7, Section 2(E) Overtime Modify as follows:

E. All time for which a unit member is on paid leave status, excluding sick leave, shall be considered as time worked for the purpose of calculating overtime compensation. ~~However, if sick leave, vacation time, holiday compensatory time or personal time is used in the same work week, Sick leave it~~ shall not be considered as time worked for the purposes of calculating overtime compensation. Holidays, as designated herein, shall be considered as time worked for the purpose of calculating overtime compensation.

14. Article 31, Section 3. ~~Winter Inelement Weather~~ Clothing Allowance ~~Personal Protective Equipment (PPE)~~

Modify as follows:

A. UMass Chan will provide ~~all essential employees~~ Team A, Team B, and Grounds employees (excluding the Grounds department) with a one – time winter clothing allowance not to exceed \$200 per employee. Employees must submit receipts as proof of purchase. Winter clothing will be replaced on an “as needed” basis ~~—any clothing to be replaced and~~ must be returned to UMass Chan to be eligible for replacement. If the clothing ~~cannot be returned then is not returned by the employee~~, UMass Chan will not replace it. Employees that have been provided with the \$200 clothing allowance prior to the ratification date of this Agreement are not eligible to receive additional funds.

15. Article 8, Uniforms

Modify Section 1 as follows:

J. Bargaining unit members in the Facilities Management area will:

- a. Button their shirt except for the highest one or two buttons, including the collar button.
- b. Be allowed to change out of supplied uniforms ten (10) minutes before the end of their shift.

- c. Wear only a white, gray, black or navy blue tee shirt under their uniform.
- d. Remove their supplied uniform shirt and wear only a tee shirt if working within the confines of a warm/hot mechanical room as defined by a room with an ambient temperature in excess of seventy-four (74) degrees. The shirt must be worn tucked in upon leaving the mechanical room.
- ~~e. Have their boots replaced on an as-needed basis with the old boots being turned into a member of management.~~

Insert a new Section K. as follows:

“All employees in Facilities Maintenance, the Power Plant, Shipping, Receiving & Transportation that are required to wear work boots in the performance of their job duties will receive a \$125 annual allowance for the replacement of work boots on an as – needed basis. The allowance will be provided contingent upon the employee submitting a receipt to the Department verifying their boot purchase. Employees are eligible to receive the allowance once per fiscal year. Employees must purchase work boots consistent with the safety and work requirements within their respective shops and/or areas of responsibility. Where there is the potential for electrical hazard exposure, work boots must meet ASTM certified Electrical Hazard standards. Work boots must be black, brown, or gray.

Delete reference to “safety shoes” be replaced due to excessive wear and tear in Article 22, Safety Procedures, Section 3.

Delete all other references to the provision of work boots throughout Article 8, Uniforms.

Section 8, Section 4, Painters:

Insert a new sub – article “B.”

“B. Painters will receive a \$125 annual shoe allowance for the purchase of slip – resistant footwear. The allowance will be provided contingent upon the employee submitting a receipt to the Department verifying their purchase. Employees are eligible to receive the allowance once per fiscal year. Footwear must be a neutral color.”

Section 8. Environmental Building Services Department

Modify sub – article B. as follows:

B. Employees in the Environmental Building Services Department shall receive a \$75 annual shoe allowance for the purchase of slip – resistant footwear. The allowance will be provided contingent upon the employee submitting a receipt to the Department verifying their purchase. Employees are eligible to receive the allowance once per fiscal year. Footwear must be a neutral color.

16. Article 14, Employee Compensation, Section 1, Wage Adjustments: Delete existing Section 1 and replace with the following:

- A. Subject to the eligibility requirements contained in paragraph B below, effective the first full pay period in July 2025, each bargaining unit member shall receive a base wage increase of two and one-half percent (2.5%).
- B. To be eligible for the wage increase referenced in section A of this Article, an employee must be, on the effective date of such increases either (a) on the payroll during the pay period during which the wage increases are implemented (including authorized leaves of absence); or (b) retired, deceased or laid off after the effective date of the wage increase. Employees who leave the University voluntarily or are discharged for cause prior to implementation of the increase are not eligible for any increase.

17. Article 34, Duration: This Agreement shall be in effect from July 1, 202~~5~~² to June 30, 202~~5~~⁶. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 202~~5~~⁶.

18. Internship/Apprenticeship Program: UMass Chan reserves the right to implement an Apprenticeship/Internship program consistent with the parties' Letter of Understanding.

19. Article 36, Bi-Weekly Payroll:

Employees will be paid on a biweekly basis via direct deposit. Sometime in the future, UMass Chan will implement a new administrative computing and payroll system which will include a change from a weekly to biweekly payroll. Prior to implementation, UMass Chan will offer budgeting training to interested employees and will notify employees of the availability of Five College Credit Union transition savings accounts.

For UMass Chan Medical School:

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For the University of Massachusetts, Office of the President

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