

## **MEMORANDUM OF AGREEMENT**

**between the**

**University of Massachusetts**

**and the**

**AFT Massachusetts Maintainers AFL-CIO, Local 6350**

The Negotiating Subcommittee of the University of Massachusetts (hereinafter "the Employer"), acting subject to the ratification of this Memorandum of Agreement (hereinafter "the Agreement") by the University of Massachusetts to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the AFT Massachusetts Maintainers AFL-CIO, Local 6350 (hereinafter "the Union"), acting subject to the ratification of this Agreement by the membership of the Union to whom the Negotiating Subcommittee agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect from July 1, 2007 to June 30, 2008.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2004 to June 30, 2007 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

### **2. ARTICLE 11 – Employee Expense**

Section 2. Amend to read as follows:

A bargaining unit member who has his/her day extended by three (3) hours, either by a call back or additional hours, shall receive, after three (3) hours, a meal stipend of \$7.00 for the first six (6) hours, the \$7.00 for every four (4) hours thereafter.

### **3. ARTICLE 12 – Employee Compensation**

Section 1. Amend to read as follows:

- A. Effective July 8, 2007 employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in base salary rate.

(Delete existing subsections B and C. Old subsection D becomes new subsection B)

### **4. ARTICLE 12 – Employee Compensation**

Section 2. Add a new subsection to read as follows:

The salary rate increases as provided for in this Agreement shall be paid to any member who is otherwise eligible and on the payroll as of the date the appropriation bill approving the increases is signed by the Governor. These increases shall also be paid to any eligible member who was active on the effective date, and who subsequently retired, was laid off, deceased, or transferred to another University campus. Increases shall not be paid to individuals who leave the University for any other reason, including those who leave for cause.

**5. ARTICLE 14 – Health & Welfare**

Section 2. Amend to read as follows:

Effective July 1, 2007, the Employer agrees to contribute on behalf of each full – time equivalent employee the sum of \$13.00 per calendar week.  
(the remainder of Section 2 remains unchanged)

**6. ARTICLE 15 – Tuition Remission**

Section 1B Applicability

3) Effective July 1, 2008 all full-time employees of the University who have completed at least six (6) months of services as of the date of enrollment, shall be eligible for a waiver of fees for any day courses taken at the UMass Dartmouth campus only; applied music courses shall be exempt from this provision. This fee waiver shall not be available for spouses or dependents of employees or for retired or former employees. Fee waivers shall not be applied toward courses offered through Professional & Continuing Education.

Section 1C Limitations

1) delete “including fees (application, laboratory, etc.)”

**7. ARTICLE 17 – Promotions and Filling of Vacancies**

Amend the MOU of May 14, 2007 regarding reference and background checks (including criminal history reports) to include “Any new appointment, transfer, and/or promotion to the position of Housing Maintainer, at any level” and “Any new appointment, transfer, and/or promotion to the position of Housing Maintenance, at any level”.

**8. ARTICLE 36 – Parking**

Add the following:

Upon execution of this agreement, the parties will, jointly with other UMass Dartmouth campus unions, engage in discussions on a paid parking system that will lead to an agreement.

**9. ARTICLE 41 – Duration**

Amend to read as follows:

This Agreement shall be for a one year period from July 1, 2007 to June 30, 2008, and the terms contained herein shall become effective on July 1, 2007 unless otherwise specified. At the request of either party,

negotiations for a subsequent Agreement will be commenced on or after March 1, 2008. The Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

**10. Existing Memorandums of Understanding (MOUs)**

If appropriate, existing MOUs will be incorporated into the Collective Bargaining Agreement. If not they shall be added to the Appendix, for the life of the Agreement only, subject to renegotiation.

**11. APPENDIX A**

Incorporate the agreed to salary increase into the salary schedule

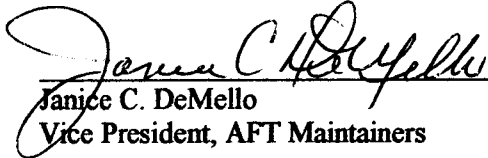
The Agreement between the University of Massachusetts Dartmouth and AFT Maintainers.

SIGNED AND SEALED THIS 25<sup>th</sup> DAY OF OCTOBER 2007.

For the Union

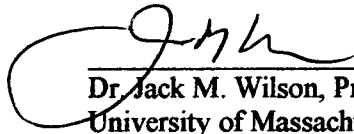
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Shawn P. Flood  
Chief Negotiator

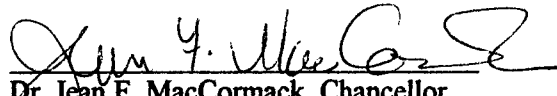
  
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Michael C. Albermaz  
President, AFT Maintainers

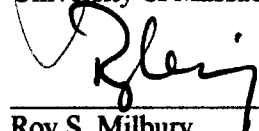
  
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Janice C. DeMello  
Vice President, AFT Maintainers

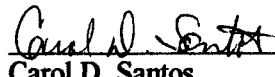
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For the University

  
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Dr. Jack M. Wilson, President  
University of Massachusetts

  
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Dr. Jean F. MacCormack, Chancellor  
University of Massachusetts Dartmouth

  
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Roy S. Milbury  
Director of Human Resources  
University of Massachusetts

  
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Carol D. Santos  
Deputy Director of Human Resources  
University of Massachusetts Dartmouth

APPENDIX A-2

University of Massachusetts Dartmouth  
 Schedule of Salary Rates - AFT Maintainers as of July 8, 2007 - 3%

Job Grade	Step 1 Weekly	Step 2 Weekly	Step 3 Weekly	Step 4 Weekly	Step 5 Weekly	Step 6 Weekly	Step 7 Weekly	Step 8 Weekly	Step 9 Weekly	Step 10 Weekly	Step 11 Weekly	Step 12 Weekly	Step 13 Weekly	Step 14 Weekly
1	\$403.34	\$410.96	\$418.70	\$426.59	\$434.67	\$442.85	\$451.21	\$459.70	\$468.38	\$477.21	\$486.75	\$496.49	\$506.42	\$516.54
2	\$411.60	\$419.24	\$426.99	\$434.88	\$442.95	\$451.15	\$459.52	\$468.01	\$476.68	\$485.51	\$495.21	\$505.11	\$515.21	\$525.51
3	\$418.61	\$427.17	\$435.92	\$444.85	\$453.95	\$463.26	\$472.76	\$482.43	\$492.32	\$502.38	\$512.42	\$522.67	\$533.12	\$543.79
4	\$430.80	\$439.39	\$448.14	\$457.09	\$466.22	\$475.52	\$484.98	\$494.66	\$504.55	\$514.61	\$524.88	\$535.38	\$546.08	\$557.00
5	\$438.50	\$447.80	\$457.30	\$466.98	\$476.86	\$486.98	\$497.30	\$507.85	\$518.58	\$529.59	\$540.19	\$550.99	\$562.00	\$573.24
6	\$454.93	\$464.27	\$473.77	\$483.48	\$493.39	\$503.49	\$513.81	\$524.31	\$535.09	\$546.05	\$556.95	\$568.10	\$579.47	\$591.04
7	\$467.09	\$477.23	\$487.63	\$498.26	\$509.06	\$520.15	\$531.46	\$543.01	\$554.83	\$566.92	\$578.25	\$589.81	\$601.61	\$613.64
8	\$478.46	\$489.44	\$500.67	\$512.16	\$523.87	\$535.90	\$548.15	\$560.75	\$573.61	\$586.76	\$598.47	\$610.43	\$622.63	\$635.08
9	\$497.38	\$509.35	\$521.62	\$534.17	\$547.04	\$560.22	\$573.68	\$587.50	\$601.67	\$616.14	\$628.47	\$641.04	\$653.85	\$666.92
10	\$517.38	\$530.08	\$543.06	\$556.39	\$570.03	\$584.02	\$598.31	\$612.98	\$628.00	\$643.40	\$656.29	\$669.41	\$682.80	\$696.44
11	\$536.08	\$549.84	\$563.98	\$578.43	\$593.25	\$608.50	\$624.10	\$640.12	\$656.52	\$673.38	\$686.85	\$700.58	\$714.59	\$728.87
12	\$560.55	\$574.93	\$589.74	\$604.88	\$620.46	\$636.39	\$652.72	\$669.54	\$686.73	\$704.41	\$718.49	\$732.84	\$747.49	\$762.43
13	\$593.00	\$608.18	\$623.69	\$639.68	\$656.07	\$672.86	\$690.09	\$707.75	\$725.87	\$744.46	\$759.35	\$774.53	\$790.02	\$805.81
14	\$618.31	\$635.95	\$654.07	\$672.70	\$691.90	\$712.27	\$731.89	\$752.76	\$774.21	\$796.27	\$812.21	\$828.44	\$845.00	\$861.90
15	\$649.57	\$668.68	\$688.36	\$708.62	\$729.49	\$750.95	\$773.04	\$795.80	\$819.24	\$843.34	\$860.20	\$877.42	\$894.96	\$912.86
16	\$684.69	\$705.53	\$726.99	\$749.11	\$771.92	\$795.44	\$819.62	\$844.55	\$870.27	\$896.78	\$914.70	\$933.00	\$951.66	\$970.69
17	\$725.93	\$747.65	\$770.00	\$793.03	\$816.69	\$841.11	\$866.25	\$892.11	\$918.77	\$946.25	\$965.16	\$984.47	\$1,004.15	\$1,024.23
18	\$760.72	\$783.78	\$807.61	\$832.11	\$857.41	\$883.42	\$910.23	\$937.88	\$966.37	\$995.70	\$1,015.62	\$1,035.93	\$1,056.63	\$1,077.76
19	\$800.05	\$824.60	\$849.94	\$876.04	\$902.95	\$930.64	\$959.23	\$988.68	\$1,019.05	\$1,050.33	\$1,071.33	\$1,092.76	\$1,114.61	\$1,136.90
20	\$843.05	\$868.42	\$894.55	\$921.51	\$949.21	\$977.79	\$1,007.22	\$1,037.54	\$1,068.75	\$1,100.94	\$1,122.95	\$1,145.41	\$1,168.31	\$1,191.67
21	\$882.24	\$908.95	\$937.01	\$965.66	\$995.15	\$1,025.59	\$1,056.95	\$1,089.26	\$1,122.55	\$1,156.85	\$1,179.96	\$1,203.59	\$1,227.66	\$1,252.20
22	\$926.04	\$954.53	\$983.93	\$1,014.21	\$1,045.41	\$1,077.60	\$1,110.75	\$1,144.93	\$1,180.43	\$1,216.50	\$1,240.83	\$1,265.67	\$1,290.97	\$1,316.78
23	\$973.48	\$1,002.81	\$1,033.00	\$1,064.14	\$1,096.22	\$1,129.27	\$1,163.29	\$1,198.37	\$1,234.46	\$1,271.65	\$1,297.09	\$1,323.05	\$1,349.52	\$1,376.49
24	\$1,017.49	\$1,048.21	\$1,079.88	\$1,112.49	\$1,146.11	\$1,180.72	\$1,216.39	\$1,253.13	\$1,290.97	\$1,329.97	\$1,356.57	\$1,383.71	\$1,411.37	\$1,439.60
25	\$1,061.49	\$1,093.75	\$1,126.99	\$1,161.26	\$1,196.56	\$1,232.94	\$1,270.42	\$1,309.05	\$1,348.86	\$1,389.86	\$1,417.65	\$1,446.03	\$1,474.94	\$1,504.43
26	\$1,100.70	\$1,134.32	\$1,169.00	\$1,204.72	\$1,241.56	\$1,279.52	\$1,318.62	\$1,358.94	\$1,400.46	\$1,443.26	\$1,472.12	\$1,501.55	\$1,531.60	\$1,562.21