COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF MASSACHUSETTS CHAN MEDICAL SCHOOL

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 300

FOR THE PERIOD
JULY 1, 2023
THROUGH
JUNE 30, 2026

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ARTICLE 3: SALARY, BENEFITS AND TERMS AND CONDITIONS OF EMPLOYMENT

Unless specifically modified by this agreement, the policies and procedures of the University shall be referenced hereunder as part of the collective bargaining agreement.

Section 1: Wage Increases

Employees will receive wage increases as follows:

- A. Subject to the eligibility requirements contained in paragraph E below, effective the first full pay period following July 1, 2023, each employee will be placed on a wage "step" at the rate closest to their current annual base wage rate, which results in no loss of earnings (see wage scale attached as "Appendix A").
- B. If the placement of an employee on a salary scale "step" results in a base wage increase of less than 2.5%, the employee will be paid a one-time lump sum payment, subject to normal withholdings, representing the difference between a 2.5% increase to the employee's current annual base wage rate, and the annualized increase received as a result of the employee's placement on the wage scale.
- C. Subject to the eligibility requirements contained in paragraph E below, effective the first full pay period of July 2024, each employee shall receive a base wage increase of two percent (2%).
- D. Subject to the eligibility requirements contained in paragraph E below, effective the first full pay period of July 2025, each employee shall receive a base wage increase of two percent (2%).
- E. To be eligible for any base wage increases and/or payments contained in sections A, B, C and D, of this Section, an employee must be, including on authorized leaves of absences, on the effective date of such base wage increases either (a) on the payroll during the paid period during which such wage increase is implemented; or (b) retired, deceased or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the wage increase are not eligible for any increase.

Section 2. Wage Scale Step Progression

Under the terms of this Agreement, an employee shall advance to the next higher step in their job grade's wage scale until the maximum base wage rate is reached, unless they are denied such step rate for failure to achieve at least a "Meets Expectations" annual performance appraisal. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following their anniversary date or promotion date.

Employees must achieve at least a "Meets Expectations" rating on their annual performance appraisal to be eligible for a step progression increase pursuant to Section 2 of this Article. Employees who receive

The supervisor will meet with the employee and will review the evaluation and any supporting material the employee wishes to submit. The supervisor will submit his/her findings to the employee, with a copy to the Department Head, within ten (10) business days after meeting with the employee.

If an employee wishes to seek further review after receiving the findings of his/her department manager, he/she shall submit a formal request in writing to review the evaluation and merit determination with the Department Head no later than (10) business days from receipt of his/her manager's findings. The Department Head will meet with the employee and the department manager and will review the materials submitted to the department manager. The Department Head or his/her designee, shall submit his/her findings to the employee, with a copy to the Associate Vice Chancellor of Human Resources, within ten (10) business days after meeting with the employee and department manager.

An employee may seek a final review of his/her evaluation and his/her Department's findings with the Associate Vice Chancellor of Human Resources or his/her designee. An employee shall submit his/her request in writing to the office of the Associate Vice Chancellor of Human Resources or his/her designee no later than ten (10) business days from receipt of the findings of the Department Head. The Associate Vice Chancellor or his/her designee shall meet with the employee and Department Head and shall render a decision within fifteen (15) business days from meeting with the parties. The decision issued by the Associate Vice Chancellor or his/her designee shall be final and will not be subject to the grievance and arbitration procedure.

Section 7: Corrective Action & Discharge

The parties recognize that new employees of UMass Chan serve a six (6) month probationary period, during which they may be terminated at the discretion of the employer, without recourse. During this probationary period, UMass Chan will apply the "UMass Chan Probationary Policy, No. 06.04.08," to bargaining unit members.

The parties agree that after the conclusion of the probationary period, no employee shall be discharged, suspended or demoted for disciplinary reasons without just cause, and that such disciplinary events shall be subject to the contractual mediation and arbitration process. The parties agree that the principles of progressive discipline shall be applied pursuant to the UMass Chan Corrective Action Policy, No. 06.06.02. However, the parties recognize that in cases of severe or egregious misconduct, progressive discipline may be bypassed.

ARTICLE 4: UNION MANAGEMENT PROBLEM SOLVING

Section 1: Guiding Principles

Workplace problems are best solved locally and informally, the individual employee and supervisor involved in the problem should have the opportunity to be involved throughout the process of solving it.

Open, kind and respectful communication is essential to finding mutually acceptable solutions.

In the event of arbitration, the arbitrator shall be without power to modify, add to, subtract from or amend this Agreement and/or University Policies, or to issue any decision or award inconsistent with applicable law. The arbitrator shall only have jurisdiction to hear matters that directly affect the collective bargaining agreement or applicable University policies. The arbitrator shall not hear matters that have not arisen during the term of the current collective bargaining agreement and have not been timely filed. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150E.

ARTICLE 5: UNION SECURITY

The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

An employee may consent in writing to the authorization of the deductions of dues or an agency fee from his/her wages on a periodic basis to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days' notice in writing to Human Resources.

UMass Chan shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with UMass Chan policy, to the Treasurer of the Union, and, upon request, a list of employees whose dues or agency service fees are transmitted, provided that the Employer is satisfied by such evidence that it may require, that the Treasurer of the Union has given a bond, in a form approved by the Employer, for the faithful performance of his/her duties, in a sum and with such surety or securities are as satisfactory to the Employer.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee or employees arising from deductions made by the Employer.

ARTICLE 6: REDUCTION IN FORCE

A reduction in force which affects all members of the bargaining unit (a "total reduction in force") is not covered by this agreement. Neither is the termination of any employee by the Employer, for any reason, during the employee's six-month probationary period.

In the event the Employer intends to implement a total reduction in force or a partial reduction in force affecting employees other than those defined in the first sentence of the prior paragraph, the Employer will give the Union prior notice and it shall offer to bargain with the Union concerning those aspects of the reduction in force that are subject to collective bargaining pursuant to M.G.L. c.150E.

bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund. UMass Chan' liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 9: JOINT WORKING COMMITTEE

The union and members of UMass Chan management representational units have established a joint working committee. The Committee shall consist of an equal number of representatives from the management team and members of the collective bargaining unit. The committee shall meet regularly as determined by need and shall create an agreed upon schedule. Bargaining unit members who will be attending committee meetings shall be allowed reasonable release time to travel to and participate in scheduled committee meetings. Committee members shall continue to follow the University's policy regarding mileage reimbursement and travel costs affiliated with travel to committee meetings. The committee shall consider joint programs and initiatives to oversee the labor management relationship and to discuss matters of mutual concern between the parties. The committee may consider joint training of its members for mutual areas of interest.

The Committee has drafted the following mission statement:

The Joint Working Committee, a group of UMASS employees, comes together to work on a common goal, open communication, discuss mutual questions, issues, and/or concerns that exist in the workplace. We strive to reach solutions and improvements that all parties are agreeable to. Our ultimate goal is to enhance productivity and harmony in the workplace.

ARTICLE 10: UNION BUSINESS

Leaves of absence without loss of wages, benefits or other privileges shall be granted to the local President of the Union to attend NAGE conventions. Requests must be submitted no later than four (4) weeks in advance where practicable, and such leave will require the prior approval of the local President's manager. Leave for such a purpose shall not exceed five (5) days, once annually.

ARTICLE 11: EMPLOYER PROVISION OF INFORMATION & UNION ACCESS

UMass Chan will provide NAGE with a list of all new hires and terminations from the bargaining unit monthly. Additionally, UMass Chan will provide NAGE with a complete bargaining unit list twice annually for the bargaining unit and the Association's records.

UMass Chan acknowledges Section 3 of Chapter 73 of the Acts & Resolves of 2019 and will provide information and access in accordance with the law.

ARTICLE 12: WEATHER EMERGENCIES

Employees who are located in facilities that are managed by EHS agencies of the executive branch (e.g. DMH, DDS), shall be treated in the same manner as employees of those agencies at the location for purposes of paid release due to inclement weather.

FOR THE UNIVERSITY OF MASSACHUSETTS:	
Martin T. Meehan President	Date
John Dunlap Chief Human Resources Officer, Administration & Finance	Date
FOR THE UNIVERSITY OF MASSACHUSETTS CHAP	N MEDICAL SCHOOL:
DocuSigned by:	
Carolyn Brownawell	11/12/2024
Carolyn Brownawell Deputy Executive Vice Chancellor, Chief Human Resources	Date Officer
DocuSigned by:	11/13/2024
John C. Lindstedt Executive Vice Chancellor, Administration and Finance	Date
FOR THE NATIONAL ASSOCIATION OF GOVERNM	ENT EMPLOYEES:
DocuSigned by:	
Powell Lekecia M	11/20/2024
Lekecia Powell-Watkins President, NAGE Local 300	Date
David Holway National President, NAGE	Date

Salary Chart Effective July 13, 2025

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