

Fall Management Labor Conference

November 21, 2024



University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical • Law

Agenda

Time	Topic
9:00 - 9:30	Registration and Coffee
9:30 - 9:35	Call to Order – John Dunlap, Chief Human Resources Officer, President's Office
9:35 - 9:45	Welcoming Comments – Lisa Calise, Senior Vice President for Administration and Finance
9:45 - 10:10	Keynote Speaker - The Honorable David Lowy, UMass General Counsel
10:10 – 10:35	Panel Discussion – Faculty Unions
10:35 – 11:00	Panel Discussion – Graduate Student and Medical Resident Unions
11:00 - 11:10	Break
11:10 – 11:35	Panel Discussion - Public Safety Unions
11:35 - Noon	Panel Discussion – Professional and Classified Staff Unions
Noon – 12:30	Lunch
12:30 - 1:20	Panel Discussion – Amherst Arbitration Award
1:20 - 1:30	Concluding Remarks – Marie Bowen, Vice Chancellor Human Resources, Boston

Welcoming Comments

Lisa Calise, Senior Vice President for Administration and Finance



Keynote Speaker

The Honorable David Lowy, UMass General Counsel



Panel Discussions

- Faculty Unions
- Graduate Student and Medical Resident Unions
- Public Safety Unions
- Professional and Classified Unions

Panel Discussion - Faculty Unions

Jacquie Kittler, Facilitator

- Michael Eagen, Associate Provost for Academic Personnel - Amherst
- Mickey Gallagher, Executive Director of Labor and Employees Relations – Boston
- Mike Murray, Director of Labor Relations – Dartmouth
- Bill Storella, Director of Labor Relations and Compliance - Lowell



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Faculty Unions

Campus	Union	Parent Union	Headcount
Amherst	Massachusetts Society of Professors	MA Teachers Association	1,766
Boston	Faculty Staff Union	MA Teachers Association	987
Dartmouth	Faculty Federation	American Federation of Teachers	501
Lowell	Massachusetts Society of Professors	MA Teachers Association	588
	Adjunct Faculty	United Auto Workers	400

Faculty Unions

Topic

Most of the University's four main faculty contracts are more than forty years old. All contracts were negotiated prior to the inception of online learning. Pre-pandemic, the University and the faculty unions negotiated language to address this component of work. Most of this language contemplates online learning as an optional "add on" to course load. In the post-pandemic learning environment, online learning has become a core part of teaching duties. Today, the fundamental change in the relationship to online learning has created a host of issues that are frequent topics of negotiation and labor/management discussions with Faculty Unions.

Panel Discussion – Graduate and Medical Residents

Jacquie Kittler, Facilitator

- Michael Eagen, Associate Provost for Academic Personnel – Amherst
- Mickey Gallagher, Executive Director Labor and Employee Relations - Boston
- Matt Lyford, Director of Employee and Labor Relations – Chan Medical
- Mike Murray, Director of Labor Relations - Dartmouth
- Bill Storella, Director of Labor Relations and Compliance - Lowell



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Graduate Student and Medical Resident Unions

Campus	Union	Parent Union	Headcount
Amherst	Graduate Employee Organization - Local 2322	United Auto Workers	2719
Boston	Graduate Employee Organization - Local 1596	United Auto Workers	687
Dartmouth	Graduate Students	American Federation of Teachers	250-500
Lowell	Graduate Employee Organization - Local 1596	United Auto Workers	494
Chan Medical	Committee of Interns and Residents	Service Employees International Union	710

Graduate Student and Medical Residents Unions

Topic

While most of the University's unions that represent full time employees have existed for decades, the growth area for unionization at UMass, and in Higher Education generally, has been unions that represent student workers. Our panelist will discuss the unique challenges associated with bargaining with these unions. Panelist from Amherst and Dartmouth will discuss their campuses' decisions to utilize state mediation services, and the Boston panelist will discuss their experience with collaborative bargaining and Lowell will discuss a recent completed negotiation. The session will conclude with a presentation from UMass Chan about their medical resident union, which represents Chan employees in non-university clinical settings. This is the University's newest union and shares some similar characteristics with graduate student unions as it relates to the negotiation process.

Ten Minute Break



Panel Discussion – Public Safety Unions

Marsophia Ducheine, Facilitator

- Brian Harrington, Director of Labor Relations – Amherst
- Eliza Mina, Labor Relations Manager – Boston
- Dave LaChappelle, Senior Director of Labor Relations and HR Compliance – Chan Medical
- Mike Murray, Director of Labor Relations – Dartmouth
- Bill Storella, Director of Labor Relations and Compliance - Lowell



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Public Safety Unions

Campus	Union	Parent Union	Headcount
Amherst	Lieutenants and Sergeants - Local 432	International Brotherhood of Police Officer	16
	Patrolmen - Local 190	New England Police Benevolent Association	38
Boston	Patrolmen and Sergeants	New England Police Benevolent Association	23
	Lieutenants	Teamsters Local 25	4
Dartmouth	All - Local 399	International Brotherhood of Police Officer	24
Lowell	All	Teamsters Local 25	35
Chan	Police - Local 90	New England Police Benevolent Association	17
	Sergeants - Local 91	New England Police Benevolent Association	7

Public Safety Unions

Topic

Today, approximately 80% of municipal police officers nationwide work in law enforcement agencies that utilized body worn cameras. This technology is quickly becoming common in Campus Police Departments as well. The employer's bargaining obligation when implementing body worn cameras can be a source of dispute itself, with unions generally taking the position that the employer needs to secure an agreement as part of the main contract negotiation. Employers often take the position that they only need to bargain the impacts of the implementation. Our panelists will explain the difference between these types of bargaining obligations. They will also discuss ancillary topics that come up at the bargaining table when negotiating over this topic.

Panel Discussion - Professional and Classified Unions

Marsophia Ducheine, Facilitator

- Brian Harrington, Director of Labor Relations – Amherst
- Eliza Mina, Labor Relations Manager – Boston
- Dave LaChappelle, Senior Director of Labor Relations and HR Compliance – Chan Medical
- Mike Murray, Director of Labor Relations – Dartmouth
- Bill Storella, Director of Labor Relations and Compliance - Lowell



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Professional Staff Unions

Campus	Union	Parent Union	Headcount
Amherst	Professional Staff Union, Unit A	MA Teachers Association	1641
Boston	Professional Staff Union, Unit A	MA Teachers Association	721
Dartmouth	ESU Professional, Local 1895	American Federation of Teachers	285
Lowell	Local 888	Service Employees International Union	578
	Grants and Contracts	MA Teachers Association	135
Chan	Admin and Professional	National Association of Government Employees	61

Classified Staff Unions

Campus	Union	Parent Union	Headcount
Amherst	USA Classified	MA Teachers Association	836
	Local 1776	American Federation of State, County and Municipal Employees	1385
	Professional Staff Union, Unit B	MA Teachers Association	99
Boston	Classified Staff Union	MA Teachers Association	207
Dartmouth	Maintainers Local 6350	American Federation of Teachers	144
	Local 507	American Federation of State, County and Municipal Employees	116
Lowell	Clerical and Technical Unit	MA Teachers Association	16
	Maintenance and Trades Unit	MA Teachers Association	119
Chan	Local 2616	American Federation of State, County and Municipal Employees	205
	SHARE	American Federation of State, County and Municipal Employees	283

Professional & Classified Staff Unions

Topic

Most Professional and Classified Staff union contracts have a pay plan with all positions assigned to one of a defined number of grades. Each grade has a minimum and a maximum salary. Employees advance through the pay range in a series of annual increases known as steps. During negotiations, unions push hard for changes to the pay plan. For example, they propose the elimination of lower steps and the creation of new higher steps that will increase the maximum salary. Proponents view changes to the pay plan as a way to address perceived inequities between positions and an essential tool to address recruitment and retention challenges. Critics see these changes as a proverbial end run around the wage parameters and never-ending cost escalator in which each increase serves as the rationale for another future increase. One thing that all parties can agree upon is that changes to the pay plan is a topic of discussion with almost every union during every negotiation cycle.

New Seven Step Salary Chart - MTU Employees

<https://livingwage.mit.edu/metros/25017>

Living Wage Calculation for Middlesex County, MA

<i>adults</i>	1 ADULT				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
<i>children</i>	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Living Wage	\$ 31.19	\$59.80	\$77.35	\$97.00	\$40.22	\$48.26	\$53.37	\$57.70	\$20.11	\$31.82	\$41.13	\$48.05
Poverty Wage	\$7.24	\$9.83	\$12.41	\$15.00	\$9.83	\$12.41	\$15.00	\$17.59	\$4.91	\$6.21	\$7.50	\$8.79
Minimum Wage	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Data last updated Feb. 14, 2024.

Poverty wage estimates come from the Department of Health and Human Services' Poverty Guidelines for 2024 and have been converted from an annual value to an hourly wage for ease of comparison [using 2080 hours per year, or a 40-hr workweek].

$\$31.19 \times 80 = \$2,495.20$ (biweekly rate) $\times 26 = \$64,875.20$ (annual rate)

New Seven Step Salary Chart - MTU Employees

Based on MTU Salary Schedule--Effective January 14, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	New Step 1 old Step 9	New Step 2 old Step 10	New Step 3 old Step 11	New Step 4 old Step 12	New Step 5 old Step 13	New Step 6 old Step 14	New Step 7 New step 6 +3%
1	\$ 1,234.41	\$ 1,257.60	\$ 1,281.16	\$ 1,305.19	\$ 1,329.78	\$ 1,354.67	\$ 1,380.12	\$ 1,405.99	\$ 1,432.40	\$ 1,459.30	\$ 1,488.36	\$ 1,518.00	\$ 1,548.23	\$ 1,579.02	\$1,626.39
2	\$ 1,259.53	\$ 1,282.78	\$ 1,306.39	\$ 1,330.41	\$ 1,354.97	\$ 1,379.96	\$ 1,405.40	\$ 1,431.29	\$ 1,457.67	\$ 1,484.56	\$ 1,514.13	\$ 1,544.23	\$ 1,574.98	\$ 1,606.33	\$1,654.52
3	\$ 1,280.88	\$ 1,306.95	\$ 1,333.56	\$ 1,360.76	\$ 1,388.49	\$ 1,416.83	\$ 1,445.76	\$ 1,475.17	\$ 1,505.26	\$ 1,535.94	\$ 1,566.50	\$ 1,597.69	\$ 1,629.49	\$ 1,661.99	\$1,711.85
4	\$ 1,317.99	\$ 1,344.15	\$ 1,370.77	\$ 1,398.03	\$ 1,425.83	\$ 1,454.14	\$ 1,482.96	\$ 1,512.41	\$ 1,542.52	\$ 1,573.12	\$ 1,604.42	\$ 1,636.41	\$ 1,668.98	\$ 1,702.22	\$1,753.29
5	\$ 1,341.42	\$ 1,369.73	\$ 1,398.65	\$ 1,428.15	\$ 1,458.23	\$ 1,489.05	\$ 1,520.45	\$ 1,552.57	\$ 1,585.24	\$ 1,618.78	\$ 1,651.03	\$ 1,683.94	\$ 1,717.42	\$ 1,751.65	\$1,804.20
6	\$ 1,391.45	\$ 1,419.89	\$ 1,448.82	\$ 1,478.36	\$ 1,508.56	\$ 1,539.29	\$ 1,570.71	\$ 1,602.69	\$ 1,635.50	\$ 1,668.90	\$ 1,702.05	\$ 1,735.98	\$ 1,770.60	\$ 1,805.85	\$1,860.03
7	\$ 1,428.47	\$ 1,459.36	\$ 1,491.01	\$ 1,523.40	\$ 1,556.28	\$ 1,590.02	\$ 1,624.46	\$ 1,659.63	\$ 1,695.61	\$ 1,732.41	\$ 1,766.92	\$ 1,802.08	\$ 1,838.04	\$ 1,874.63	\$1,930.87
8	\$ 1,463.08	\$ 1,496.54	\$ 1,530.69	\$ 1,565.68	\$ 1,601.36	\$ 1,637.97	\$ 1,675.26	\$ 1,713.64	\$ 1,752.72	\$ 1,792.80	\$ 1,828.49	\$ 1,864.91	\$ 1,902.04	\$ 1,939.91	\$1,998.11
9	\$ 1,520.72	\$ 1,557.12	\$ 1,594.52	\$ 1,632.71	\$ 1,671.88	\$ 1,712.03	\$ 1,753.01	\$ 1,795.07	\$ 1,838.20	\$ 1,882.24	\$ 1,919.79	\$ 1,958.06	\$ 1,997.07	\$ 2,036.88	\$2,097.99
10	\$ 1,613.22	\$ 1,652.66	\$ 1,692.96	\$ 1,734.36	\$ 1,776.73	\$ 1,820.18	\$ 1,864.54	\$ 1,910.08	\$ 1,956.74	\$ 2,004.57	\$ 2,044.58	\$ 2,085.35	\$ 2,126.94	\$ 2,169.28	\$2,234.36
11	\$ 1,671.29	\$ 1,714.04	\$ 1,757.92	\$ 1,802.81	\$ 1,848.85	\$ 1,896.17	\$ 1,944.62	\$ 1,994.37	\$ 2,045.28	\$ 2,097.67	\$ 2,139.49	\$ 2,182.12	\$ 2,225.61	\$ 2,270.01	\$2,338.11
12	\$ 1,713.00	\$ 1,756.81	\$ 1,801.91	\$ 1,847.98	\$ 1,895.41	\$ 1,943.91	\$ 1,993.65	\$ 2,044.84	\$ 2,097.16	\$ 2,151.02	\$ 2,193.87	\$ 2,237.57	\$ 2,282.17	\$ 2,327.64	\$2,397.47
13	\$ 1,811.82	\$ 1,858.02	\$ 1,905.25	\$ 1,953.93	\$ 2,003.84	\$ 2,054.93	\$ 2,107.41	\$ 2,161.17	\$ 2,216.34	\$ 2,272.93	\$ 2,318.27	\$ 2,364.47	\$ 2,411.66	\$ 2,459.75	\$2,533.54
14	\$ 1,888.89	\$ 1,942.61	\$ 1,997.74	\$ 2,054.47	\$ 2,112.91	\$ 2,172.94	\$ 2,234.67	\$ 2,298.19	\$ 2,363.51	\$ 2,430.68	\$ 2,479.20	\$ 2,528.62	\$ 2,579.01	\$ 2,630.48	\$2,709.39
15	\$ 1,984.04	\$ 2,042.23	\$ 2,102.13	\$ 2,163.83	\$ 2,227.35	\$ 2,292.71	\$ 2,359.96	\$ 2,429.23	\$ 2,500.60	\$ 2,573.99	\$ 2,625.32	\$ 2,677.74	\$ 2,731.16	\$ 2,785.63	\$2,869.20
16	\$ 2,090.97	\$ 2,154.41	\$ 2,219.78	\$ 2,287.10	\$ 2,356.54	\$ 2,428.14	\$ 2,501.75	\$ 2,577.67	\$ 2,655.97	\$ 2,736.68	\$ 2,791.25	\$ 2,846.97	\$ 2,903.76	\$ 2,961.70	\$3,050.55
17	\$ 2,216.53	\$ 2,282.66	\$ 2,350.67	\$ 2,420.79	\$ 2,492.86	\$ 2,567.19	\$ 2,643.72	\$ 2,722.46	\$ 2,803.65	\$ 2,887.29	\$ 2,944.86	\$ 3,003.66	\$ 3,063.56	\$ 3,124.70	\$3,218.44
18	\$ 2,322.44	\$ 2,392.64	\$ 2,465.21	\$ 2,539.80	\$ 2,616.80	\$ 2,696.01	\$ 2,777.64	\$ 2,861.80	\$ 2,948.55	\$ 3,037.85	\$ 3,098.50	\$ 3,160.35	\$ 3,223.36	\$ 3,287.68	\$3,386.31
19	\$ 2,442.17	\$ 2,516.95	\$ 2,594.06	\$ 2,673.55	\$ 2,755.49	\$ 2,839.75	\$ 2,926.83	\$ 3,016.48	\$ 3,108.92	\$ 3,204.16	\$ 3,268.10	\$ 3,333.35	\$ 3,399.86	\$ 3,467.71	\$3,571.74
20	\$ 2,573.13	\$ 2,650.35	\$ 2,729.90	\$ 2,811.99	\$ 2,896.32	\$ 2,983.33	\$ 3,072.90	\$ 3,165.22	\$ 3,260.22	\$ 3,358.24	\$ 3,425.27	\$ 3,493.63	\$ 3,563.37	\$ 3,634.48	\$3,743.51
21	\$ 2,692.42	\$ 2,773.75	\$ 2,859.18	\$ 2,946.41	\$ 3,036.18	\$ 3,128.85	\$ 3,224.32	\$ 3,322.70	\$ 3,424.01	\$ 3,528.45	\$ 3,598.85	\$ 3,670.79	\$ 3,744.06	\$ 3,818.77	\$3,933.33
22	\$ 2,825.77	\$ 2,912.51	\$ 3,001.98	\$ 3,094.21	\$ 3,189.19	\$ 3,287.19	\$ 3,388.13	\$ 3,492.18	\$ 3,600.26	\$ 3,710.11	\$ 3,784.16	\$ 3,859.75	\$ 3,936.82	\$ 4,015.39	\$4,135.85
23	\$ 2,970.18	\$ 3,059.51	\$ 3,151.42	\$ 3,246.21	\$ 3,343.90	\$ 3,444.49	\$ 3,548.07	\$ 3,654.89	\$ 3,764.78	\$ 3,877.97	\$ 3,955.45	\$ 4,034.48	\$ 4,115.04	\$ 4,197.17	\$4,323.09
24	\$ 3,104.21	\$ 3,197.70	\$ 3,294.15	\$ 3,393.42	\$ 3,495.78	\$ 3,601.14	\$ 3,709.76	\$ 3,821.62	\$ 3,936.82	\$ 4,055.54	\$ 4,136.54	\$ 4,219.16	\$ 4,303.37	\$ 4,389.32	\$4,521.00
25	\$ 3,238.13	\$ 3,336.39	\$ 3,437.56	\$ 3,541.91	\$ 3,649.36	\$ 3,760.14	\$ 3,874.25	\$ 3,991.86	\$ 4,113.05	\$ 4,237.89	\$ 4,322.49	\$ 4,408.90	\$ 4,496.92	\$ 4,586.70	\$4,724.30
26	\$ 3,357.50	\$ 3,459.86	\$ 3,565.45	\$ 3,674.23	\$ 3,786.39	\$ 3,901.94	\$ 4,020.98	\$ 4,143.73	\$ 4,270.17	\$ 4,400.46	\$ 4,488.33	\$ 4,577.98	\$ 4,669.39	\$ 4,762.63	\$4,905.51

\$ ####.##	Biweekly wages under the Middlesex County living wage for single adult earner with no dependents using the current 14-step scale (\$2,495.20)	Annualized	\$ 64,875.20
\$ ####.##	Biweekly wages under the Middlesex County living wage for single adult earner with no dependents using the current 14-step scale (\$2,495.20)		
\$ ####.##	Biweekly wages over the Middlesex County living wage for single adult earner with no dependents using the current 14-step scale (\$2,495.20)		



Lunch Break



Panel Discussion – Amherst Arbitration Award

Alexcia Gayle, Facilitator

- Joseph Ambash, outside counsel, Fisher & Phillips LLP
- Michael Eagen, Associate Provost for Academic Personnel, Amherst
- Ethan Mutschler, Associate Counsel – Labor, Office of General Counsel



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Amherst Arbitration Award

Topic

The panelists will discuss the major take aways from the recently issued arbitration award entitled, “Graduate Employee Organization UAW Local 2322 – and – University of Massachusetts (Amherst).” This award was in favor of the University and prevented an attempt by the Union to incorporate grant funded graduate students into the bargaining unit.

GEO Recognition Clause - Amherst

UAW and UAW Local 2322/GEO shall be the representative of and the bargaining unit shall consist of: Teaching Associates (TO), Teaching Assistants (TA), Research Assistants (RA), Project Assistants (PA), Assistant Residence Directors (ARD), and Graduate Interns employed by the University of Massachusetts Amherst, and University of Massachusetts Amherst Fellows and Trainees, and external Prestigious Graduate Fellows (unless prohibited by law or the terms of the funding agency) whose duties and responsibilities are substantially similar to those of TOs, TAs, RAs, PAs, ARDs, or Interns, for the purpose of good faith negotiations with the Administration on matters relating to employment policies and practices. The subjects of negotiation shall explicitly exclude matters relating to academic policies. The bargaining unit shall also include graduate student employees of the President's Office working in the above positions at the University of Massachusetts Amherst campus who are employed by the Donahue Institute.

GEO Recognition Clause - Amherst

Performing work required to fulfill a degree requirement shall not be reason for exclusion from the provisions of this Agreement. However, excluded from the bargaining unit shall be: University of Massachusetts Amherst interns working off campus and not receiving University paychecks; fellows and trainees who are not required to perform duties for remuneration; graduate students working in the Chancellor's Office or any of the Vice Chancellors' offices; graduate student employees employed by University of Massachusetts Boston, Lowell, Dartmouth, Worcester, and the President's Office (except as stated above); graduate student tutors and other graduate student hourly employees; faculty members; and classified and professional employees. For a graduate student employee performing both work in pursuit of an academic degree and work for compensation, that work performed solely in pursuit of an academic degree shall not be covered by the terms of this Agreement, while any work performed for compensation shall be covered by the terms of this Agreement.

GEO Recognition Clause - Amherst

The Administration will report to GEO within thirty days any new job classifications to which graduate students are appointed and will determine if the job classification will be included under this Agreement. If there is disagreement between GEO and the Administration concerning the inclusion or exclusion, then the two parties shall meet to negotiate. The Administration will not make any agreement with any group for the purpose of undermining GEO.

Concluding Remarks

Marie Bowen, Vice Chancellor Human Resources, Boston