

University of Massachusetts Final Offer to FSU, November 2, 2018

In accordance with paragraph 2 of the parties' August 3, 2018 Agreement, the University hereby submits this final offer to the FSU following the negotiation sessions conducted pursuant to paragraph 1 of said Agreement.

PROPOSED MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into between University of Massachusetts Boston ("University") and the Boston bargaining unit of the MTA/NEA Faculty Staff Union (the "FSU" or the "Union") in order to establish UMASS Boston parking rates and the process for any modifications of those rates for employees of the bargaining unit represented by the FSU.

In consideration of the foregoing, the University and the FSU agree as follows:

1. The parking rates provided in this Agreement shall become effective on the pay period following receipt of retroactive pay by members of the bargaining unit attributable to the 2017-2020 collective bargaining agreement. Said rates shall remain in effect through June 30, 2020 unless they are modified as set forth in paragraph 9 hereof.
2. Members of the bargaining unit shall have the following parking options:
 - a. They may purchase parking passes or park at campus parking facilities at the rates and on the terms set forth in the University's September 20, 2018 proposal to the FSU.
 - b. They may purchase parking passes through pre-tax payroll deduction on a semester basis for \$600, which will permit parking at any time at all on-campus parking facilities. They may purchase parking passes through pre-tax payroll deduction on a semester basis for \$504, which will permit parking at any time at all off-campus parking facilities.
 - c. Part-time or temporary non-tenure track faculty who teach one day a week may purchase through pre-tax payroll deduction one 15-use pass for \$150 each semester. Each use will permit parking in the West Garage or other on-campus location from 3:30 p.m. onward Monday through Friday or any time on the weekend. The pass will expire at the end of the semester in which it is purchased.
 - d. The fall semester shall run from September 1 through January 15. The spring semester shall run from January 16 through May 31.
 - e. Members of the bargaining unit who purchase a semester pass may purchase one pass through pre-tax payroll deduction for the adjacent summer session (session 1 or 2) for \$75. The pass will permit parking at any time at all on-campus parking facilities during the semester for which it is purchased.

3. The University will provide the Union (through its designated representative) with UMass Boston parking financial reports for the first half of FY19 no later than February 1, 2019. If requested by the Union, the University will hold a labor-management meeting with the Union to review the content of these financial reports. Beginning in FY20, the University will annually supply the Union with UMass Boston parking financial reports upon its request.
4. The University will convene a labor-management meeting with the Union to review the implementation of this Agreement, and parking operations in general, following the end of each quarter of FY19. Topics to be discussed at these meetings will include the then-current UMass Boston parking financial results, as well as the possibility of instituting a T pass subsidy, commuter rail subsidy and/or special car pool rates for members of the bargaining unit if the campus financial situation permits.
5. The term “on-campus parking” as used in this Agreement will mean parking in Lot D, the Campus Center garage and/or the West Garage. “Off-campus” parking as used in this Agreement will mean parking at Bayside and at any other off-campus satellite parking facility at which the University may provide parking facilities for employees from time to time.
6. Reserved Spaces: A limited number of spaces will be designated by the University as reserved parking spaces in the West Garage and/or Campus Center garage. These spaces must be purchased on a monthly basis at rates established by the University from time to time for non-represented employees of the Boston campus. The number of reserved space passes sold will not exceed the number of spaces available. These passes will be sold to University employees on a first-come, first-served basis, beginning on a date announced to the University community. Individuals who purchase reserved spaces have the option to renew them upon expiration of each purchase period. Unpurchased reserved spaces available following the initial purchase offering will be made available to University employees by a listing on a designated University web page.
7. Designated Spaces: Campus departments, offices and programs may be assigned a limited number of unreserved spaces. The applicable department, office or program will be charged a reasonable and fair rate for such spaces, as reasonably determined by the University.
 - i. Designated spaces will have appropriate signage restricting their use.
 - ii. Two on-campus spaces will be designated for shared use by the FSU and other unions representing bargaining units of which campus employees are members for visitors and for union officers and employees when conducting official union business. The FSU will have the option each semester to purchase an on-campus parking pass for use by visitors at the off-campus parking rate.
8. Nothing in this Agreement will require the University to maintain any particular parking

lot or garage. If it is determined that Bayside will become unavailable for campus parking and/or if the University on-campus parking stock materially changes, the University will make all reasonable good faith efforts to notify the Union of such determination no fewer than 6 months in advance of the effective date. Upon providing this notice, the University will initiate bargaining with the FSU on the impact of this change on members of the bargaining unit.

9. Beginning in fiscal year 2020 (July 1, 2019), the parking rates set forth in paragraph 2 may be increased if University parking revenues were insufficient in the immediately preceding fiscal year to cover all parking operating expenses; funds needed for repairs, restoration and maintenance; and funds needed to meet all other campus financial obligations related to parking and transportation, including debt service on the campus garage. If this occurs, all rates in said paragraph 2 will be increased by the same percentage, and no rate set forth in said paragraph 2 will be increased more than the percentage obtained by comparing i) the aggregate salaries (including retroactive payments, if any) of employees in the bargaining unit who are on the payroll as of the first pay date in the fiscal year in which rates are to be increased with ii) the aggregate salaries (including retroactive payments, if any) of the same employees who also were on the payroll as of the first pay date in the immediately preceding fiscal year. The University will notify the FSU of any rate increase at least 90 days before the effective date of the change. At the request of the FSU, a labor management meeting will be held to discuss the increase.
10. Off-campus parking passes may be used only at off-campus lots, except they may be used at on-campus lots when off-campus lots are not open for business; on-campus parking passes may be used at any unreserved on-campus parking facility or at an off-campus parking facility; reserved space parking passes may be used in any parking facility. The University may designate, and change from time to time, appropriate identification requirements and machinery and equipment associated with parking, including, without limitation, the required use of parking stickers, hang tags and/or decals.
11. University public and institutional safety staff will be assigned to enforce University parking and transportation regulations and policies. Revenues from ticketing will be used for parking operation expenses.
12. The University and the Union agree that violation of University parking regulations and policies, including obtaining and/or using any parking pass in violation of this Agreement, applicable laws or regulations, or University regulations and policies, will be grounds for disciplinary action in accordance with the collective bargaining agreement, up to and including termination of employment.
13. Handicapped parking spaces will be designated by the University in appropriate areas. Employees who are members of the bargaining unit will be permitted to park in handicapped spaces only with prior University approval. This approval will be granted only in circumstances where i) the employee has been issued appropriate authorization to park in handicapped spots by the Registry of Motor Vehicles due to the employee's

medical condition or ii) the employee has been determined by the University Diversity, Equity and Inclusion or Human Resources office to be entitled to a reasonable accommodation due to the employee's medical condition.

- a. The University and the Union will convene a labor-management meeting following the effective date of this Agreement to discuss handicapped parking needs on campus and options for meeting those needs.

14. This Agreement shall remain in full force and effect through June 30, 2020. Thereafter it will remain in effect indefinitely unless either the Union or the University serves at least ninety (90) days' notice of intent to terminate the Agreement upon the expiration date of the then-pending collective bargaining agreement between the parties, in which case the parties will have the right to bargain about parking during the next successor bargaining negotiations.

15. In the event that the Commonwealth of Massachusetts and/or the University of Massachusetts System Office provide UMASS Boston with additional funding directed specifically to fund the West Garage project, the parties agree to reopen negotiations exclusively on the issue of parking rates.

AGREED TO this _____ day of November, 2018.

UNIVERSITY OF MASSACHUSETTS BOSTON

BY: _____

FACULTY STAFF UNION/MTA/NEA

BY: _____