

**Union Coalition Parking Bargaining TA
of agreed-upon language pre fact-finding
December 14, 2018**

This Agreement is entered into between the University of Massachusetts Boston (“University”) and the Professional Staff Union, MTA and Classified Staff Union, MTA (the “Unions”) in order to establish UMass Boston parking rates for employees represented by the Unions. This Agreement shall be incorporated into the Unions’ successor collective bargaining agreements covering the period July 1, 2017 through June 30, 2020 either as part of a negotiated agreement or as part of a final offer implemented by the University pursuant to the parties’ October 18, 2018 process agreement

1. The parking rates provided for in the attached Exhibit A will become effective in the pay period following receipt of retroactive pay by members of the bargaining units represented by the Unions attributable to the 2017-2020 collective bargaining agreements. Said rates shall remain in effect through June 30, 2020.
2. Parking rates will be graduated by employee salary as shown on Exhibit A.
3. All parking rates (other than hourly parking rates) on Exhibit A are available to employees in the bargaining units represented by CSU and PSU only through pre-tax payroll deduction.
4. The term "salary" as used in Exhibit A will mean an employee's regular weekly rate of pay at the time of purchase of the pass, exclusive of additional compensation, overtime or any other supplementary income, multiplied by the number of work weeks in the employee's regularly scheduled work year (*i.e.*, 35, 43 or 52 weeks).
5. The University will provide the Unions (through their designated representatives) with UMass Boston parking financial reports for the first half of FY19 no later than February 1, 2019. If requested by either union, the University will hold a labor-management meeting with that union to review the content of these financial reports. Beginning in FY20, the University will annually supply each union with UMass Boston parking financial reports upon its request.
6. The parties will create a parking committee consisting of one representative designated by each union and two University representatives. The role of the Committee shall be to review implementation of this Agreement and parking operations as they relate to employees of the Unions in general. The Committee shall meet three times each academic year between September and June. The Committee shall review parking usage data, revenues and expenditures. In addition, topics to be discussed at these meetings will include the possibility of instituting a mass transit subsidy and/or special car pool rates for members of the bargaining units that are signatory to this agreement if the campus financial

situation permits. The Committee may make recommendations about parking operations to the Parking and Transportation Department.

7. As indicated on Exhibit A, parking rates will vary based on location and convenience. The lowest of the geographic rates will be the rates charged for "Tier I" parking as described below; the second lowest of the geographic rates will be the rates charged for unreserved "Tier II" parking as described below; the highest geographic rates will be the rates charged for on-campus "Reserved Spaces" as defined below. In addition, separate rates for short-term hourly parking will be in effect at campus garages, as reflected on Exhibit A.
 - a. Upon the implementation of this agreement, the term "Tier II" will mean parking in Lot D, the Campus Center garage and/or the West Garage; and "Tier I" parking 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.
 - b. 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. The number of reserved space passes sold will not exceed the number of spaces available. These passes have been and will continue to be sold to University employees on a first-come, first-served basis. 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.
 - c. 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 unions representing bargaining units of which campus employees are members, for visitors and for union officers and employees when conducting official union business. Each union will have the option to purchase an on-campus parking pass for use by visitors at the off-campus parking rate.
 - d. Nothing in this Agreement will require the University to maintain any particular parking lot or garage. If it is determined that more than 421 existing Bayside parking spaces 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 Unions of such determination no less than 6 months in advance of the effective date. (EACH PARTY HAS PROPOSED ALTERNATIVE ADDITIONAL LANGUAGE FOR THIS SECTION).

8. Tier I parking passes may be used only at Tier I lots; Tier II parking passes may be used at any unreserved Tier II parking facility or at a Tier I parking facility; reserved space parking passes may be used anywhere. 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.
9. University public and institutional safety staff will be assigned to enforce University parking and transportation regulations and policies. Revenues from ticketing members of the bargaining units represented by the Unions will be used for student scholarships.
10. There shall be no layoffs of benefited CSU and/or PSU members in the Parking and Transportation Department in FY19 as a result of the implementation of this Agreement (although the number of benefited Parking and Transportation employees may be reduced through attrition, promotions or transfers).
11. The University and each union agree that parking passes are non-transferable. Purchasing, obtaining or selling passes to defraud the parking system may be considered a violation of the Board of Trustees Principles of Employee Conduct (T96-136). In addition, willful and repeated violations of parking rules, regulations and policies may be grounds for disciplinary action in accordance with the applicable collective bargaining agreement, up to and including termination of employment.
12. Handicapped parking spaces will be designated by the University in appropriate areas. Employees who are members of bargaining units represented by the unions will be permitted to park in handicapped spaces 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 Unions will convene a labor-management meeting to discuss handicapped parking needs on campus and options for meeting those needs. In the event of a unanimous recommendation of the participants in the meeting, said recommendation shall be implemented.

Agreed to this 14th day of December, 2018.

For the University of Massachusetts Boston: Marie H. Bower

For the Classified Staff Union, MTA: Miles B. Stern Miles B. Stern

For the Professional Staff Union, MTA: Annetta Z. Argueta Annetta Z. Argueta