

**Union Proposal for Negotiations Between  
Professional Staff Union/MTA/NEA, Unit A, Amherst, and Boston  
and**

**The University of Massachusetts Board of Trustees**

**December 2, 2024**

**Workload Proposal 4**

Union Written Proposal delivered December 2, 2024
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**Section 31.3 Additional Compensation**

A. [no change]

1-5. [No change]

6. All requests for participation in and payment of additional compensation are subject to the prior written approval of the designated campus officer(s) responsible for determining appropriateness and eligibility. **Additional Compensation approvals shall be provided to the employee in writing prior to their participation in agreed upon work. If denied by the designated campus officer(s), the justification will be provided to the department, the bargaining unit member(s), and the Union. Requests for additional compensation shall not be unreasonably denied.**

B. [no change]

1-3. [no change]

a-c. [no change]

d. Total compensation for all such services may not exceed, in a given calendar year, an amount greater than **thirty-three percent (33%)** ~~twelve percent (12%)~~ of the bargaining unit member's then current base annual salary, and may be administered at rates established by existing compensation schedules such as that, for instance, used by the division of Continuing Education, or at rates based on existing compensation for comparable service and required expertise, provided it can be determined that such additional duties do not fall within the scope of duties and responsibilities assigned said bargaining unit member in his/her official job description. Should it be determined that the additional services fall within the scope of duties and responsibilities assigned in the official job description, then no additional compensation will be paid.

*The Union makes these proposals retaining the right to add to, amend or modify these proposals and any of the terms and conditions of the collective bargaining agreement.*

- e. Members of the bargaining unit may participate in coaching athletic teams or teaching academic courses for credit for additional compensation in excess of **thirty-three percent (33%)** ~~twelve percent (12%)~~ of their base annual salary.

When any such coaching or teaching program occurs during an employee's regular workday, the employee must establish a written alternative work schedule with the approval of the employee's supervisor and the appropriate vice chancellor.

No employee may participate in more than one (1) coaching OR teaching program simultaneously and ~~no employee may participate in more than two (2) coaching or teaching programs in any calendar year~~ unless such participation does not result in additional compensation in excess of **thirty-three percent (33%)** ~~twelve percent (12%)~~ of their base annual salary or the University permits an employee to participate in additional activities due to extraordinary circumstances.

- C. No bargaining unit member may participate in additional compensation if:
  - 1. The additional duties would bring them as an expert, or in any other capacity, into conflict with Chapter 268A of the Massachusetts General Laws, or the interests of the University or Commonwealth.
  - 2. The additional duties occur in what would be defined and/or perceived by the supervisor as falling within the normally scheduled working hours, unless the bargaining unit member requests and is granted the use of personal time, vacation time, or leave without pay. The use of such vacation time, personal time, or leave without pay may be denied if, in the opinion of the appointing authority, it is impossible or impractical to do so because of work schedules or other emergencies.
- D. **If the additional duties are assigned as part of a Workload Coverage Plan with additional workload coverage compensation, as described in section 11.3.C, then section C above does not apply.**

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