MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the Massachusetts Society of Professors / UMass Amherst, MTA/NEA ("MSP") and the Board of Trustees of the University of Massachusetts ("University"), (collectively the "Parties").

MSP and the University agree to a one-year contract extension per the following terms subject to ratification by their respective parties.

1. Salary Increases. Modify Article 26 Salaries as follows.

Effective the first full pay period of July 2023 (i.e. July 2, 2023), increase the base salary amount of each bargaining unit member by four percent (4.0%).

Effective the first full pay period of January 2024 (i.e. January 14, 2024), increase the base salary amount of each bargaining unit member by four percent (4.0%).

Eligibility for the salary increases listed above is subject to the eligibility criteria set forth in Article 26.1.2 and 26.1.3 of the collective bargaining agreement that include with one clarifying modification the following:

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leaves of absence, on the effective date of such salary increase and either (1) on the payroll during the pay period during which such salary increase is implemented; or (2) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increases, but before implementation of the increases, are not eligible for the increase or any retroactive pay.

Each bargaining unit member who was not on the payroll on the eligibility date of an increase specified in Section 26.1.1 but who is appointed during the subsequent academic year to the same position they held at any time during the previous academic year, and who meets the eligibility criteria for satisfactory performance set forth in Section 26.1.2 shall receive the salary rate increase specified in Section 26.1.1, effective on the date of appointment based on the salary on the last date of appointment during the previous academic year.

Salary Adjustment Pool

A Salary Adjustment Pool equal to \$500.00 per FTE in the bargaining unit shall be established for FY24 only. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Salary Adjustment Pool shall be determined based on a 12-month average of bargaining unit members beginning May

2022 through May 2023. The distribution of the Salary Adjustment Pool shall be as follows:

Equity A: The first part of the Salary Adjustment Pool shall be used to address pay discrepancies for bargaining unit members with an annual base salary of less than \$200,000.00.

- a) Increase the base salary of the lowest third $(\frac{1}{3})$ base salaries in the bargaining unit by \$500.00.
- b) Increase the base salary of the middle third (1/3) base salaries in the bargaining unit by \$300.00.
- c) Increase the base salary of the top third $(\frac{1}{3})$ base salaries in the bargaining unit by \$100.00.

The dollar amount salary increases in Equity A shall take effect the first full pay period of July 2023 (i.e. July 2, 2023) prior to the implementation of the four percent base salary increase.

Equity B: All remaining funds of the Salary Adjustment Pool shall be added to the \$200,000.00 Equity Review and Adjustment Process central pool set forth in Article 26.10.

A university Salary Equity Committee (Committee) composed of two (2) MSP bargaining unit members and two (2) members of the Provost's office staff shall be formed. The Committee shall develop equity review rules and procedures for this pool of funds that are designed to enhance equity. The Committee shall send recommendations for salary adjustments to the Provost.

The Committee shall complete the equity review process and recommendations for salary adjustments no later than thirty (30) days after ratification of this agreement. Salary adjustments shall be distributed before August 31, 2023.

2. <u>Contract Term.</u> All other proposals and tentative agreements are withdrawn and all provisions of the current collective bargaining agreement, not modified above, shall continue in full force and effect through June 30, 2024 and remain in effect until a successor agreement is executed.

MSP and the University have caused this MOA to be executed by their duly authorized representatives this 6th day of June, 2023. The MOA is subject to ratification by both parties.

For the MSP: For the University:

Marc Liberatore

MSP Co-President

Date: 6/16/2023

DocuSigned by:

Michael Eagen _258EE882527A44B

Michael Eagen

Associate Vice Provost for Academic Personnel

Date: 6/16/2023