

## MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter "University") and THE PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA (hereinafter "Union") and contains the following terms and conditions.

- 1) This agreement amends Article 31, Section 31.1 subsection G, and the side letter entitled "Side Letter 2007 Salary Scale Remedies" only as those provisions apply to the Amherst Campus.
- 2) Article 31, Section 31.1 subsection G shall be amended retroactively to July 1, 2007 for the Amherst Campus to read as follows:

G. Effective on July 8, 2007, a pool equal to 0.5% of the total state funded bargaining unit payroll will be made available to be distributed over the life of the contract to each Major Budgetary Unit or Executive Area on the basis of the number of FTE unit members within that area. These funds shall be awarded by the head of the MBU/Executive Area based on applications by bargaining unit members to support professional development activities. There shall be a labor management committee on each campus to recommend guidelines and a timetable for distribution of these funds.

- 3) The side letter entitled "Side Letter 2007 Salary Scale Remedies" shall be revised to read for the Amherst Campus only:

Prior to implementing any contractual raises, people impacted by the Salary Maxima or Merit Maxima since July 1, 2004, due to Merit Bonus or promotional increases of less than 6%, will have a one time adjustment to their base salaries. Salaries will be adjusted to the level they would have been had there been no Merit maximum or salary maximum penalty, to become effective July 1, 2007.

- 4) The parties understand that the reduction in the professional development pool on Amherst Campus is being made to permit the extension of the salary remedies provision to July 1, 2004 to cover the first two wage increases of the prior contract instead of only the second wage increase of the prior agreement as provided by the precise language of the contract. Further the parties agree that the document attached to this agreement and labeled exhibit "A" is a full and complete listing of all the persons entitled to "salary remedies" related to the former language on Range Maxima included in the agreement. Such list is inclusive of those whose promotions

were lower than 6% during the period covered by the agreement and those paid bonuses instead of base increases in the same period.

In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures below.

The University of Massachusetts, Amherst

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Nicholas Marshall, Labor Relations Administrator

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Ernest Woo, Manager of Total Compensation

THE PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS  
ASSOCIATION/NEA

By \_\_\_\_\_ Date: \_\_\_\_\_  
Kathy A. Rhines, President PSU/MTA

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Maura Sweeney, Higher Education Consultant