

MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter “University”) and THE PROFESSIONAL STAFF UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA, UNIT B (hereinafter “Union”) and contains the following terms and conditions. The Parties have reached a tentative agreement on the terms of a successor agreement to their collective bargaining agreement, which had a term of July 1, 2007 through June 30, 2008. The purpose of this memorandum is to memorialize all of the agreements made by the parties in those negotiations. All provisions of this agreement not amended by this memorandum shall be unchanged. The parties agree that once this memorandum is ratified a successor agreement incorporating these changes will be prepared and executed. For the consideration of the mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

1) Economic Package

Effective July 8, 2007 a 3% increase contingent on an employee being rated anything but unsatisfactory on their most recent evaluation. Persons without evaluations are deemed satisfactory for purposes of this provision.

Retroactivity shall be limited to active employees including those on approved leaves of absence at the time of the signing of the appropriation bill and certain terminated employees (retirees, deceased, laid off, and transferred to other University campuses). Otherwise-terminated employees, including those terminated for cause, would not be eligible.

Effective January 1, 2007 there would be an increase employer contribution to Health and Welfare by \$1.00 per week.

Further the Collective Bargaining Agreement in existence shall be modified as follows. All provisions not modified by this memorandum shall be unchanged:

1) Article 7 Shall be amended by:

A) Amending §14, Subsection 14 E 9 to read as follows:

Section 14 Weekend Differential

E. Employees shall be paid a weekend differential of seventy five cents (\$.75) for each hour worked, in addition to their regular salary, for ~~the first~~ any shift worked between 12:01 am Saturday and 11:59 pm Sunday.

B) Section 11 change twenty five dollars to thirty dollars.

C) Adding a new §17 which will read as follows:

Employees working as essential employees during times of emergency closure shall receive straight time pay for all hours work plus a straight time payment in lieu of compensatory time for all hours worked while the University is closed due to an emergency. The period of time which is announced as the period of closing shall be the period during which employees receive this compensation.

2) A Campus Special Needs Fund of 3/10s of 1% (less the cost of increasing stanby and weekend differential) shall be established. The parties will meet and bargain procedures and processes to expend this fund.

3) Article 19 shall be amended as follows:

Anew Section 6 which reads as follows: Effective thirty (30) days after the legislature appropriates funds for this contract for fiscal year 2007 only the Campus shall make available to the Training and Career Ladders Committee a sum of money equivalent to .5% of the state funded payroll of employees in this bargaining unit. These funds shall be expended not later than June 30, 2008. The parties understand this is a one time provision of funds and will not be included in subsequent collective bargaining agreements unless agreed to by the parties in those subsequent negotiations.

4) ARTICLE 34 DURATION

This Agreement shall be for the **one (1)** year period from July 1, 2007 through June 30, 2008 and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2008. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining

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

For the Professional Staff
Union/MTA/NEA

For the University of
Massachusetts, Amherst

Date:

Date: