

MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS (hereinafter "University") and the INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 432 (hereinafter "Union") and contains the following terms and conditions:

1) The parties have reached an agreement on a successor contract to their contract covering the term July 1, 2023 to June 30, 2024 and wish to memorialize those agreements. Unless specifically noted in this memorandum the terms of the agreement covering the term July 1, 2020 to June 30, 2023 shall be carried forward into the new agreement. The parties further commit to preparing and executing a completely amended contract incorporating the changes noted in this memorandum.

2) The term of the successor agreement shall be July 1, 2023 to June 30, 2024.

3) **Article 12 – Compensation**

A. General provisions

1. The salary adjustments described below shall be calculated as adjustments to employees' base bi-weekly rate (*e.g.* not including overtime, additional compensation, or other additions) on the day immediately preceding the effective date of such salary adjustment unless otherwise stated.
2. The salary adjustments described below are applicable to all members of the bargaining unit who are otherwise eligible regardless of the funding source of their base salary; *provided that*, as a condition precedent to the implementation of such salary adjustments, an additional, complete, and identifiable appropriation to fund such salary adjustments applicable to state-funded employees must be enacted by the General Court and approved by the Governor in accordance with M.G.L. c.150E, § 7 and allocated to the University by the Secretary of Administration & Finance.

Remove and replace Section 1 with the following:

Section 1: Salary Rate Adjustments

- A. Effective the first full pay period in July 2023, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4%) increase in salary rate.
- B. Effective the first full pay period in January 2024, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a four percent (4%) increase in salary rate.

- C. Effective July 2023, a portion of \$500.00 per full time equivalent (FTE) of the IBPO as of July 2, 2023, shall be used to provide an increase to the Education Incentive under Article 12, Section 7 of the Agreement, and create a new benefit for members who have achieved a Master's or Juris Doctor. The new benefit shall be as follows:

Associate's Degree	\$1,000
Bachelor's Degree	\$2,000
Master's/Juris Doctor Degree	\$2,500

The new language of Article 12, Section 7 shall read as follows:

Effective July 1, 2023, any Supervisor who supplies the office of the Chief of Police with satisfactory evidence of having received an Associate's, Bachelor's, Master's, or Juris Doctor degree shall receive a base rate increase effective within sixty (60) days of supplying said educational record.

Rate increase shall reflect the single highest degree attained:

Associate's Degree	\$1,000
Bachelor's Degree	\$2,000
Master's/Juris Doctor Degree	\$2,500

In the event of an educational record discrepancy, it is the Union's obligation to provide that to the University.

- 4) Effective with the first week in July 2023, a portion of the \$500 per FTE of the IBPO as of July 2, 2023, shall be used to increase the Mass Public Employees Health & Welfare Fund by one dollar (\$1.00) per calendar week for a total of seventeen dollars and fifty cents (\$17.50) per week/per FTE.

The new language of Article 13 shall read as follows:

For the period July 1, 2012, through the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of fourteen dollars (\$14.00) per calendar week to the Massachusetts Public Employees Fund.

Effective on the first pay period in January 2014, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fourteen dollars and fifty cents (\$14.50) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective on the first week in June 2014, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fifteen dollars (\$15.00) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective December 31, 2014, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fifteen dollars and fifty cents (\$15.50) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective December 31, 2015, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of sixteen dollars (\$16.00) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective December 31, 2016, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of sixteen dollars and fifty cents (\$16.50) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective with the first week in July 2023, an additional one dollar (\$1.00) per calendar week per full time employee equivalent, for a total of seventeen dollars and fifty cents (\$17.50) shall be paid to the Mass Public Employees Health & Welfare Fund.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

- 5) **Article 7, Section 11.** The parties agree to replace the current Section 11 language with the following:

Unit employees shall not engage in any work outside of the University's Department of Public Safety on a full-time basis. Part-time police work may be considered with the approval of the Chief or his designee.

- 6) The parties agree to the deletion of Side Letter 6 of the current contract.
- 7) Additionally, the parties have agreed to the following provision covering only the term July 1, 2023 to June 30, 2024 intending to be bound by it for that term but not to include it in the revised contract:

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature, and in the event such Agreement contains provisions for across-the-board salary increases in excess of those contained in this

Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

- 8) The Parties agree to meet in the second or third week of January 2024 to start the next cycle of bargaining for a successor agreement with the establishment of grounds rules and a schedule of bargaining session.

In witness of these terms and conditions the parties duly authorized representative affix their signatures herein below this __ day of June, 2023.

University of Massachusetts

DocuSigned by:



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Tyrone Parham

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Ian Cyr

DocuSigned by:



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Damian DeWolf

DocuSigned by:



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Jennifer Pease

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533399BFCEDF462

Shara Denson

DocuSigned by:



B3F493EF283D413

Dianna Williams

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Candace Berrena

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Brian Harrington

International Brotherhood of

Police Officers Local 432

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Matthew Malo

DocuSigned by:



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Allen Silva

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Michael Malouin

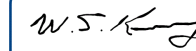
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Michael Clancy

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Alexcia Gayle

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John Dunlap

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Martin T. Meehan

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Marty Meehan