

MEMORANDUM OF AGREEMENT

This agreement is between the UNIVERSITY OF MASSACHUSETTS (hereinafter “University”) and the NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 190 (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 - \$500.00 per full time equivalent (FTE) of the NEPBA as of July 2, 2023, shall be used to create a Health, Wellness, and Personal Development Stipend in consideration for the stress and strain related to the every day duties of a police officer. This stipend shall be separate from the \$15.00 weekly stipend in Article 37 of the current Agreement and shall not be a base rate increase.

Article 37 shall be amended as follows:

ARTICLE 37
Health, Wellness, and Personal Development

- A. The parties to this Agreement recognize the value and importance of physical fitness and wellness not just to the provision of effective police work but also to avoid illness and injury and promote regular attendance. To this end, each officer shall receive a weekly stipend of \$15.00. Such pay shall be included in the base pay for the purposes of computing overtime, holiday pay, vacation pay, sick and injured leave and shall be considered as regular compensation for retirement/pension purposes to the extent permitted by law.
 - B. Each member covered by this agreement shall receive an additional annual stipend of Five Hundred Dollars (\$500) to be used for their personal health and wellness care. The intention is to offset costs associated with activities, appointments, memberships and/or equipment that promote healthy living, wellness and mindfulness. To include such things as gym memberships, personal fitness equipment and athletic wear, massages, chiropractic care, acupuncture, retreats, conferences, range memberships, and other personal care activities to improve officer health and wellness. Such pay shall not be included in the base pay for the purposes of computing overtime, holiday pay, vacation pay, sick and injured leave and shall not be considered as regular compensation for retirement/pension purposes.
- 4) 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..

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

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Tyrone Parham

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Ian Cyr

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Damian DeWolf

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Jennifer Pease

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Shara Denson

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Dianna Williams

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Brian Harrington

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Alexcia Gayle

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John Dunlap

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Marty Meehan

New England Police Benevolent Association, Inc., Local 190

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David Ortiz

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Brian McNally

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Devin Mackey