

**Memorandum of Agreement Between
Professional Staff Union/MTA/NEA, Unit A, Amherst and Boston
and
The University of Massachusetts Board of Trustees**

This Memorandum of Agreement ("Agreement") is by and between the Professional Staff Union/MTA/NEA (A52/B42) ("Union") and the Board of Trustees of the University of Massachusetts ("University"), collectively, "the Parties," and contains the parties' agreement for a Collective Bargaining Agreement covering the period July 1, 2023 through June 30, 2024, to succeed the parties' Collective Bargaining Agreement covering the period July 1, 2020 through June 30, 2023.

The University and the Professional Staff Union agree to the following changes to the collective bargaining agreement. All other language in the current contract remains unchanged.

Section 31.1 Salary Increases

- A. Subject to the eligibility requirements contained in paragraph 31.1(Θ G) below, effective ~~the first full pay period in July 2020~~ **July 2, 2023**, each bargaining unit member who does not receive a less-than-satisfactory rating on ~~his or her~~ **their** annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of ~~two~~ **four** percent (~~2%~~ **4%**).
- B. Subject to the eligibility requirements contained in paragraph 31.1(Θ G) below, effective ~~the first full pay period in July 2021~~ **January 14, 2024**, each bargaining unit member who does not receive a less-than-satisfactory rating on ~~his or her~~ **their** annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of ~~two~~ **four** percent (~~2%~~ **4%**) as an equal dollar amount determined by dividing the amount equal to ~~2%~~ **4%** of the total unit salaries on each campus by FTE as of the day immediately preceding this raise.
 - i. **Any inequities resulting from the flat dollar increases awarded as part of 31.1B, cannot be used as the basis for equity reviews for staff members.**
- C. **Effective the first full pay period in July 2023, and prior to the July 2023 4% increase, an aggregate pool of \$721,000 at Amherst and \$309,500 at Boston shall be allocated to each campus, in the following campus-specific ways as delineated in Sections 1 and 2 below. Under no circumstances shall the funds allocated in the aggregate pools exceed the amounts specified herein (\$721,000 at Amherst and 309,500 at Boston).**
 - 1. **UMass Amherst**
 - a. **Salary increases (not including overtime or additional compensation) shall be distributed to specific job titles for individuals within those job titles making an annualized salary that is less than \$77,500, consistent with the following parameters:**

Target Group	Job Titles	Base Rate Percentage Increase
Academic Advisors	<ul style="list-style-type: none"> Academic Advisor II Academic Advisor III Study Abroad Coordinator 	03%
Athletic Trainers	<ul style="list-style-type: none"> Assistant Athletic Trainer Athletic Trainer 	03%
Career Advisors	<ul style="list-style-type: none"> Assoc Advisor, Career Services Advisor, Career Services 	05%
Childcare Teachers	<ul style="list-style-type: none"> Early Childhood Asso Teacher Early Childhood Teacher Early Childhood Suprv Teacher 	10%
Marketing & Communications Positions	<ul style="list-style-type: none"> Assistant Writer/Editor Staff Writer/Editor Marketing Assistant II 	05%
Research Administration Positions	<ul style="list-style-type: none"> Grant & Budget Administrator Grant & Budget Admin II 	04%
Financial Analysis Positions	<ul style="list-style-type: none"> Financial/Budget Analyst Sr Financial/Budget Analyst 	02%
IT Positions	<ul style="list-style-type: none"> See Attachment A 	02.25%
Residential Life Positions	<ul style="list-style-type: none"> Residence Hall Coordinator Residence Director 	02%

- b. Salary increases (not including additional compensation) shall be distributed, prorated for 43-week and part-time, to select employees in the “Sr Nurse Practitioner/P.A.” Job Title, consistent with the following parameters:

Hire Date	Increase
07/01/10 – 06/30/20	\$4,000.00
Prior to 07/01/10	\$11,000.00

- c. Starting with the lowest-paid bargaining unit member (full time equivalent salary), each bargaining unit member who does not receive an award using the position-based salary increases in (a) and (b) will receive a \$1,000 award prorated for 43-week and part-time, or the amount of money remaining in the pool that is less than \$1,000, until the funds are depleted.

In the event that there are multiple employees with the same annualized (FTE) salary, rounded down to the nearest whole dollar, but insufficient funds remain in the pool for all of them to receive a \$1,000 increase, the remaining funds in the pool will be divided equally among those employees.

- d. Any bargaining unit member meeting the criteria outlined in (a) or (c), who was hired after the first full pay period in July 2023 but before the contract execution date, shall be eligible for the specified award, effective upon their date of hire.

- e. No award in part (a) shall be less than \$1,000 before prorating it for 43-week or part time work.
- f. Grant-funded employees who are otherwise eligible for salary increases specified above will be eligible to receive the increases provided for herein on their entire salary, including the grant-funded portion.
- g. Increases awarded as part of this process will be deemed anomalous circumstances and cannot be used as the basis for equity increase requests for other staff members.

2. UMass Boston

- a. The University will implement a base rate increase (not including overtime, additional compensation, or other additions) to employees in the following specific position titles:

Position Title

**Academic & Career Advisor
Academic Advisor
Academic Success Advisor
Study Away & Int'l Exc Advisor
Clinical Social Worker
ClnSocialWkr & Coor
Instructional Designer
Instructional Design Spec I
Nurse Practitioner
Registered Nurse
Research Analyst
Research Assistant
Research Associate
Research Associate I
Research Associate II
Research Associate III
Resrch Assoc III & Prog Mgr
Senior Research Assistant
Senior Research Associate
Student Services Specialist
Student Success Advisor
Student Success Specialist
Success Boston Coach
Data&AcadAdvis Coor, Pathways
AcadAdvsr/StuSucCoord
AsstDir, Student Success Prgms
AsstDir,Student Success Center
Assistant Director of Advising
Assoc Dir, CLA Advising Office
Associate Director of Advising**

- b. The base rate increases for the positions listed above shall be in accordance with the following adjustment schedule listed below:**
- If the employee's annual (FTE) salary is less than \$60,000, then their base salary will be increased by 4%**
 - If the employee's annual (FTE) salary is at least \$60,000 but less than \$70,000, then their base salary will be increased by 3%**
 - If the employee's annual (FTE) salary is at least \$70,000 but less than \$90,000, then their base salary will be increased by 2%**
 - If the employee's annual (FTE) salary is at least \$90,000 or more, then their base salary will be increased by 1%**
- c. To the extent that there are residual funds remaining in the \$309,500 Boston pool (including UMPO employees) after the implementation of the Boston position-specific salary increases provided in a and b above, each bargaining unit member who does not receive an award using the position-based salary increases in a and b above will receive a base rate increase as follows:**
- Starting with the lowest-paid bargaining unit member (full time equivalent salary), each bargaining unit member who does not receive an award using the position-based salary increases in (a) will receive a \$1,000 award prorated for 43-week and part-time, or the amount of money remaining in the pool that is less than \$1,000, until the funds are depleted.**
 - In the event that there are multiple employees with the same annualized (FTE) salary, rounded down to the nearest whole dollar, but insufficient funds remain in the pool for all of them to receive a \$1,000 increase, the remaining funds in the pool will be divided equally among those employees.**
- d. In the event a position listed above in 2a or 2c is determined to be in whole or part grant-funded and the PI determines that the grant cannot afford to implement the grant-funded portion of this increase as of the implementation date, the effective date of the grant-funded portion of the increase may be delayed until the first full pay period in July 2024 if it is administratively practicable for the PI to request additional funding from the funding source prior to that date and such request is granted by the funder. Grant funded programs may be exempted from these salary increases, only if it can be documented that insufficient funds are available from the relevant grant. The Union will be notified in a timely manner of any grants unable to implement these raises.**
- e. Funds awarded to an employee on the Boston campus through the processes outlined in Sections a, b, or c above will be deemed to have created an**

anomalous circumstance for the purpose of classification and equity reviews as described in Appendix B to the Professional Staff Salary Administration Program (PSSAP) Manual and, therefore, shall be excluded from any analysis in such reviews. Increases awarded as part of this process cannot be the basis for equity increase requests for other staff members.

31.1 HOUSEKEEPING ITEMS BELOW

C. Delete this section.

D. Delete this section.

E. Delete this section.

~~Ⓐ~~ **D.** The above salary increase shall be paid in accordance with eligibility criteria established in current Article 31.1. ~~Ⓔ~~ **G.**

~~Ⓜ~~ **E.** All merit pools shall be calculated by campus.

~~Ⓝ~~ **F.** Notwithstanding any existing practices, effective July 4, 2004, unit employees shall be eligible for costs associated with licenses and certifications. The following provisions shall apply:

1. Only unit members who are required by law or by their job description to obtain, hold or maintain licenses or certifications shall be eligible for reimbursement.
2. Eligible unit members may be reimbursed up to five hundred dollars per year.
3. Reimbursement may be obtained for any costs associated with such licenses and certifications, including the costs of required continuing education.

~~Ⓓ~~ **G** - To be eligible for any salary increase contained in this section, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase (**unless otherwise specified in section 31.1C.1d**) and either a) on the payroll during the pay period during which the such salary increase is implemented; or b) 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 increase are not eligible for any increase or any retroactive pay.

~~Ⓟ~~ **H** - The provisions of this article are subject to appropriations by the General Court, as provided in Article 36.1 of this Agreement.

~~Ⓠ~~ **I** - Special Campus Needs Pool (**Amherst only**)

Effective July 8, 2007, an amount equal to three-tenths percent (0.3%) of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and the Administration on each campus. The parties agree to meet annually to determine a plan for the expenditure of the pool.

ARTICLE 40: DURATION

Section 40.1

This agreement shall be in effect through midnight of June 30, ~~2023~~ **2024** and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

Section 40.2

Should a successor Agreement not be executed by June 30, ~~2023~~ **2024** the Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, **2024**.

Section 40.3

This Agreement is entered into and shall become effective July 1, ~~2020~~ **2023**, and when it is signed by the President of the University.

DocuSigned by:
Annetta Argente 9/26/2023 | 5:37:53 PM EDT
8C7D623EE100454...

For the Union

DocuSigned by:
Andrew Gorry 9/26/2023 | 5:38:55 PM EDT
4C40776A523C405...

DocuSigned by:
John Dunlap 9/26/2023 | 6:03:18 PM EDT
529C9F9F3299489...

For the University

John Dunlap
Chief Human Resources Officer

DocuSigned by:
E. N. B. A. 9/26/2023 | 5:38:08 PM EDT
17B4355CC2C643B...

DocuSigned by:
Martin T. Meehan 9/28/2023 | 11:50:34 AM EDT
8A62A71FE7F0468...

Martin T. Meehan
President

Attachment A

Job Title

Associate Database Specialist
Assistant Database Specialist
Database Specialist
Sr Database Specialist
Data Base Administrator
senior Database Administrator
Technical Consultant
Software Consultant Adv Lvl
Software Consultant Adv Lev II
Sr Software Consltnt Adv Lvl
Sr Software Consltnt Adv Lvl I
Hardware Services Coord
Sr LAN Coordinator
LAN/WAN Specialist
LAN Administrator/Analyst
Sr LAN Administrator/Analyst
Mgr,LAN/WAN Systems
Supv,LAN/WAN System
LAN Manager
Computer Specialist
Sr Computer Specialist
Lead Computer Specialist
Mgr, Computing Operations
Sr Manager,Computer Operations
Supv, Computing Operations
Dir/Sr Manager,Computer Oper
Network Assistant
Network Assistant II
Network Specialist
Sr. Network Specialist
Network Architect
Sr Network Specialist I
IS/OS Cable Plant Mgr Telcomm
Mgr,Cable Engineering Services
Sr Telcomm Specialist
Assoc Dir,Telecommunications
Telcomm Supervisor
Associate Network Analyst
Associate Network Analyst
Network Analyst
Sr. Network Analyst
Network Analyst II
Network Engineer I
Network Operations Manager
Technical Services Manager
System Programmer I

System Programmer II
Systems Programmer III
Manager, System Programming
Associate Staff Programmer
Assoc Staff Programmer
Staff Programmer
Programmer/Analyst
Sr Programmer/Analyst
Sr Manager, Programming
Supervising Programmer
Assoc Software Specialist I
Assoc Software Specialist
Software Specialist I
Sr Software Specialist 2
Sr Software Specialist
Supervisor-Software Engineer
Supervisor-Software Engineer
Associate Data Analyst
Data Analyst
Sr Data Analyst
Data Analyst Supervisor
Project Supervisor
Project Manager