

## MEMORANDUM OF AGREEMENT

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, 2017 through June 30, 2020, to succeed the parties’ Collective Bargaining Agreement covering the period July 1, 2014 through June 30, 2017.

1. Strike Section 31.1(A)-(K) and (O) and insert in place thereof:

### Section 31.1 Salary Increases

#### A. Definitions

- (1) The terms, “state tax revenues,” “budgeted revenues” and “budgetary funds” shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.
- (2) For the purposes of this section, “tax revenues” shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth’s Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

- B. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.
- C. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2017, if fiscal year 2018 tax revenues, as defined in paragraphs (1) and (2), above, equal or exceed \$27.072 billion, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of one percent (1%) as an equal dollar amount determined by dividing the amount equal to 1% of the total unit salaries on each campus by FTE on July 8, 2017.
- D. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2018, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).
- E. Subject to the eligibility requirements contained in paragraph 31.1(O), below, effective the first full pay period in July 2019, each bargaining unit member who does


not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase of two percent (2%).

- O. 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 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; *provided* that, for any member of the bargaining unit who was on the payroll on or after January 1, 2018, for the salary increases effective in July 2017, the provisions contained in this paragraph shall be suspended.

[Renumber paragraphs in Section 31.1 accordingly]

2. Amend Article 31.2 by inserting at the beginning (NEW):

The provisions contained in this section shall be suspended during the period July 1, 2017 through June 30, 2020.

  
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For the Union  
Annetta Argyres  
PSU JSC Chair

10/19/18  
Date

  
\_\_\_\_\_  
For the University  
Date

\_\_\_\_\_  
Martin T. Meehan  
President  
Date