#### 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  $31.1(\Theta G)$  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  $31.1(\Theta G)$  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> <li>Academic Advisor II</li> <li>Academic Advisor III</li> <li>Study Abroad Coordinator</li> </ul>	03%
Athletic Trainers	<ul> <li>Assistant Athletic Trainer</li> <li>Athletic Trainer</li> </ul>	03%
Career Advisors	<ul> <li>Assoc Advisor, Career Services</li> <li>Advisor, Career Services</li> </ul>	05%
Childcare Teachers	<ul> <li>Early Childhood Asso Teacher</li> <li>Early Childhood Teacher</li> <li>Early Childhood Suprv Teacher</li> </ul>	10%
Marketing & Communications Positions	<ul> <li>Assistant Writer/Editor</li> <li>Staff Writer/Editor</li> <li>Marketing Assistant II</li> </ul>	05%
Research Administration Positions	<ul> <li>Grant &amp; Budget Administrator</li> <li>Grant &amp; Budget Admin II</li> </ul>	04%
Financial Analysis Positions	<ul> <li>Financial/Budget Analyst</li> <li>Sr Financial/Budget Analyst</li> </ul>	02%
IT Positions	• See Attachment A	02.25%
Residential Life Positions	<ul> <li>Residence Hall Coordinator</li> <li>Residence Director</li> </ul>	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	54,000.00
Prior to 07/01/10	511,000.00

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.

**L D**. The above salary increase shall be paid in accordance with eligibility criteria established in current Article  $31.1.\Theta$  **G**.

M-E. All merit pools shall be calculated by campus.

 $\mathbf{N}$  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 re-imbursement.
- 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.

 $\Theta$  **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.

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

# Q 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, <del>2023</del> **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, <del>2020</del> **2023**, and when it is signed by the President of the University.

DocuSigned by: Anneta Argyzer 2023   8C7D623EE100454	5:37:53 F	M EDT	DocuSigned by: John Dunlapg/26/2023   6:03:18 PM EDT 529C9F9F3299489
For the Union DocuSigned by: Indrew Corpy 26/2023   4C40776A523C405	5:38:55   	PM EDT	For the University John Dunlap Chief Human Resources Officer
DocuSigned by: JTB43555C2C643B	5:38:08	PM ED	г
			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**