MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the Massachusetts Society of Professors / UMass Lowell, MTA/NEA ("MSP") and the Board of Trustees of the University of Massachusetts ("University"), (collectively the "Parties").

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2020 through June 30, 2023. The MOA covers the term July 1, 2023 through June 30, 2024.

The parties will incorporate the agreements listed in this MOA into a complete agreement as promptly as feasible. The parties have agreed to the following changes:

1. <u>Salary Increases</u>. Modify Article 19 Salary and Other Financial Benefits as follows.

Effective the first full pay period of July 2023 (i.e. July 2, 2023), increase the base salary amount of each bargaining unit member by four percent (4.0%).

Effective the first full pay period of January 2024 (i.e. January 14, 2024), increase the base salary amount of each bargaining unit member by four percent (4.0%).

Eligibility for the salary increases listed above is subject to the eligibility criteria set forth in Article 19, Section A, consistent with the parties' practice related to implementation of this article.

Salary Equity Review and Adjustment Pool

A Salary Equity Review and Adjustment Pool equal to \$500.00 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Salary Adjustment Pool (Pool) shall be determined based on a 12-month average of bargaining unit members beginning May 2022 through May 2023.

The Pool funds shall be utilized to remedy potential salary inequities determined by a Salary Equity Committee (Committee). The Committee shall be no larger than six members, comprised of an equal number of representatives from the Union and the University.

The Committee shall be responsible for identifying members of the bargaining unit who are eligible to receive a salary equity adjustment, the amount of an adjustment an individual could be eligible to receive, and the appropriate distribution of the Pool funds among those eligible to receive an adjustment.

The Committee's review shall perform a regression analysis, after removing agreed upon outliers, which may consider the following variables when determining adjustments: college, department, rank, title, highest degree attained, years of service since attaining highest degree, and date of hire.

If there are funds remaining after any salary equity adjustments determined by the Committee, all remaining funds shall be utilized as follows.

- a) For bargaining unit members with a base salary < \$100,000, 3x
- b) For bargaining unit members with a base salary of \$100,000 \$150,000, 2x
- c) For bargaining unit members with a base salary of \$150,000 \$200,000, 1x
- d) For bargaining unit members with a base salary of > \$200,000, 0x.

All salary equity and other adjustments listed above shall be applied retroactively to the base salary based upon a 1.0 FTE equivalency effective the first full pay period of July 2023 (i.e. July 2, 2023) and the calculation of the faculty member's four percent base salary increase shall be adjusted accordingly.

Salary adjustment determinations shall not be subject to the grievance and arbitration procedure identified in Article VI of the collective bargaining agreement.

It is understood by the Parties that the Salary Equity Committee has been created to determine the distribution of the one-time issuance of the Pool funds provided for under this agreement and shall be dissolved after the completion of their review and the issuing of their recommendations.

2. <u>Contract Term.</u> All other articles of the parties' collective bargaining agreement not modified herein shall continue in full force and effect through June 30, 2024 and remain in effect until a successor agreement is executed.

MSP and the University have caused this MOA to be executed by their duly-authorized representatives this 15th day of June, 2023. The MOA is subject to ratification by both parties.

For the MSP:	For the University:	
Docusigned by:	Docusigned by: Joseph Hartman	
6/21/2023 15:40 EDT	Joseph Hartman	6/15/2023 16:45 EDT
Co-chair, MSP Bargaining Team	Provost	
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Adam St. Jean	Michael C. Rutherford	
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Co-chair, MSP Bargaining Team	Associate Vice Chancellor	for Human Resources
DocuSigned by:	DocuSigned by:	
Brendan Sharkey	William Storella	
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Field Representative, MTA	Director of Labor Relations	S