

MEMORANDUM OF UNDERSTANDING
between the
BOARD OF TRUSTEES OF THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH
and the
AMERICAN FEDERATION OF TEACHERS, LOCAL 1895,
AFL-CIO EDUCATIONAL SERVICES UNIT
for a
SUCCESSOR AGREEMENT
to the
JULY 1, 2003 to JUNE 30, 2006 AND JULY 1, 2006 to JUNE 30, 2007
AGREEMENT

The Board of Trustees of University of Massachusetts and the American Federation of Teachers, Local 1895, AFL-CIO, Educational Services Unit, agree that the current collective bargaining agreement for with any side letters, shall continue in effect except as modified below:

1. Article VI.A.6. (a) is amended by inserting:

Effective July 8, 2007: 2.5% based on at least satisfactory annual or quarterly performance rating and on the payroll as of April 1, 2007.

Effective July 8, 2007: 1% base rate merit pool (if on the payroll as of April 1, 2007) to be distributed as follows:

A .5% base rate merit pool (.5% of member's salary) distributed to members who receive a rating greater than satisfactory on their annual evaluation.

B. A pool equal to .5% of the total salaries within each Vice Chancellor's area shall be distributed by the Vice Chancellor to unit members within his/her division who receive a rating greater than satisfactory on their annual evaluation. These monies shall be added to the member's base rate.

For this contract period only, each member who is eligible for this Pool B merit shall receive a minimum award of .25% of salary.

The above salary increases shall be paid to any member who is otherwise eligible on the effective date, including those who leave due to retirement, deceased, laid off, transfer to another UMass campus, or on an approved leave. Individuals who are terminated for cause after the effective date shall not be eligible.

2. The Salary Ranges listed in Article VI.6 of the Agreement shall be increased by the 2.5% amount agreed to in Item #1.
3. Article VI.B.(r),(2), Health & Welfare Funding, shall be increased by \$1.00 effective January 1, 2008.
4. Upon funding of the Agreement, a PDRA pool effective 7/8/2007 shall be calculated at 1% of the state funded ESU payroll as of 7/7/2007. This pool shall consist of .3% from state funds and the remainder from campus funds.

For the duration of the Agreement, each state funded member and trust funded member of the bargaining unit is entitled to expend funds in their individual professional development account, for any of the following purposes, consistent with University guidelines:

- a. transportation costs, lodging, meals, registration fees, reimbursement for personal automobile mileage expenses, and other incidentals incurred while traveling to, attending, and returning from a professional meeting or seminar, invited talk, or meeting of an editorial board,
- b. transportation costs, lodging, meals, reimbursement for personal automobile mileage expenses, library fees, and other incidentals incurred while conducting research, or professional improvement,
- c. membership dues paid to scholarly and professional organizations,
- d. research and teaching materials including, but not limited to books, journals, data bases, statistical compilations, newspaper and magazine subscriptions, software, computer equipment, laboratory equipment, art and studio supplies,
- e. page costs, reprints, or other expenses incurred in the publication and dissemination of scholarly or creative works.

The PDF Fund shall be expended exclusively by members of the bargaining unit for the purpose listed above. The PDF Fund may not be allocated by the Trustees or officers of the University for any other purpose and there shall be no exceptions to this prohibition, including financial exigency.

No member of the bargaining unit shall be prohibited from making any expenditure consistent with the purposes specified above, so long as funds remain in their individual professional development and research account.

As of March 1, 2008 funds not encumbered in the PDF account shall be made available to state-funded and trust funded unit members employed after July 7, 2007.

Upon execution of this agreement, the parties will, jointly with other UMass Dartmouth campus unions, engage in discussions on a paid parking system that will lead to an agreement. Upon conclusion of an agreement on a paid parking system, PDRA funds will be made available as outlined above.

5. Article VI.A.14., Additional Compensation, shall be modified by replacing “15%” with “... salary adjustment of up to 20%...” in Paragraph One, and by replacing “...up to a maximum of 15%” with “...up to a maximum of 20%” in Paragraph Two.
6. The parties agree to extend the Memoranda of Understanding on Resident Director and Position Classification and Salary Administration Program for the life of this Agreement.
7. This Agreement shall be effective from July 1, 2007 through June 30, 2008.

