

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is by and between the American Federation of Teachers AFL-CIO – Educational Services Unit, (ESU) Local 1895 (“Union”) and the University of Massachusetts Dartmouth (“University”), collectively, “the Parties,” and contains the parties’ agreement for a one (1) year Contract Extension.

WHEREAS, the University and the Union wish to extend the recently ratified contract; and

WHEREAS, the State of Massachusetts has approved economic parameters to fund such an extension.

NOW THEREFORE, for the mutual promises and considerations contained herein, the University and the Union agree as follows:

Salary Increases and Contract Extension:

- 1) The Parties agree to extend the recently ratified contract for one (1) year effective July 1, 2023, through June 30, 2024.
- 2) Effective the date the parties reach agreement on a one (1) year extension of the contract, but no sooner than the start of the first full pay period in July, 2023 (i.e. July 2, 2023), members of the bargaining unit who were on the payroll on July 1, 2022 and who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of four percent (4.0%).
- 3) Effective six (6) months after the date the parties reach agreement on a one (1) year contract extension, but no sooner than the start of the first full pay period in January of 2024 (i.e. January 14, 2024) members of the bargaining unit who were on the payroll January 1, 2023 and who meet the eligibility criteria for satisfactory performance, shall receive an additional base salary increase of four percent (4.0%).
- 4) To be eligible for the any salary increase contained in paragraphs (2) or (3) above, an employee must be on the payroll, including any furlough, sabbatical, or other authorized leave of absences, on the effective date of such salary increase and either: 1) on the payroll during the pay period during which such salary increase is implemented; or 2) retired and, deceased, or laid off after the effective date of such salary increase. Employees who left/leave the University voluntarily or were discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay.

Classification/Adjustment Pool:

- 5) A Classification/Adjustment Pool equal to \$500.00 per FTE in the bargaining unit has been established. The calculation of the Classification/Adjustment Pool has been determined to be one hundred and twenty thousand, one hundred and seventy-one dollars, (\$120,171) based on bargaining unit average population.

The distribution of the Classification/Adjustment Pool has been mutually determined by the Parties and is described in detail below.

This proposal is contingent upon further customary approvals and funding. The pool adjustments will be applied prior to the 4% July 2, 2023 increases.

Equity Adjustment:

- a.) Increase the base salary of the lowest one-third (1/3) by \$400.00 annually, **(\$33,600)**.
- b.) Increase the base salary of the middle one - third (1/3) by \$200.00 annually, **(\$17,000)**.


All remaining funds of **(\$69,571)**, in the Classification/Adjustment Pool shall be placed into an Equity Adjustment Pool to be used to address salary equity issues for bargaining unit members. A joint labor-management committee composed of three (3) bargaining unit members appointed by the Union and three (3) individuals appointed by the Chancellor shall be formed. The committee shall review the University's compensation for the unit and design an equity review process by which salary data from the University and peer institutions can be analyzed to identify those members of the bargaining unit who may be eligible for an equity adjustment to their base salary. The committee shall complete this work and, working with HR staff, shall forward recommendations for salary adjustments to the Vice Chancellor for Human Resources and the ESU Chairperson or designee no later than January 15, 2024. The final recommendations shall be sent to the Chancellor, with any salary adjustments distributed totaling \$69,571 before June 30, 2024.

DocuSigned by:

 E9D10EB5C8E8473

 For the Union 7/14/2023

 Date

DocuSigned by:

 9046C305E43D4AA...

 For the University 7/14/2023

 Date