

**Board of Trustees of the
University of Massachusetts
and
Massachusetts Society of Professors Lowell, MTA/NEA**

Memorandum of Agreement

This Memorandum of Agreement, dated this 26 day of June, 2018, is entered into on behalf of the Board of Trustees of the University of Massachusetts ("University") and the Massachusetts Society of Professors, MTA/NEA ("MSP").

WHEREAS the University and MSP have been parties to a collective bargaining agreement for the period from July 1, 2014 to June 30, 2017; and

WHEREAS the parties have conducted and, on May 22, 2018, concluded their negotiations for a new collective bargaining agreement (the "2017-2018 Agreement") which term shall commence on July 1, 2017 and expire on June 30, 2018; and

WHEREAS the parties wish hereby to record and give effect to the terms of the agreement reached by the parties on May 22, 2018;

NOW THEREFORE in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree that the terms of the 2017 – 2018 Agreement are as follows:

A. General

1. The provisions of the 2014-2017 Agreement shall be incorporated into the 2017-2018 Agreement except as the former are amended by the following provisions.
2. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the 2014-2016 Agreement. Additional changes may be required in order to reconcile related provisions.
3. Changes to the Agreement are effective upon the dates indicated below. If no date is indicated, the change will take effect on July 1, 2017.

B. Agreements

1. Article XIX, (Salary and Other Financial Benefits) section A shall be replaced with the following language:

Section A. Salary Adjustments

(a) Effective the first full pay period of July 2017, each bargaining unit member on the payroll July 1, 2017, who meets the eligibility criteria for satisfactory performance, shall receive a base salary increase of one percent (1%).

(b) If fiscal year 2018 tax revenues, as defined in paragraph C, below, equal or exceed \$27.072 billion, retroactive to the first full pay period July 2017, members of the bargaining unit shall receive an additional base salary increase of one percent (1%).

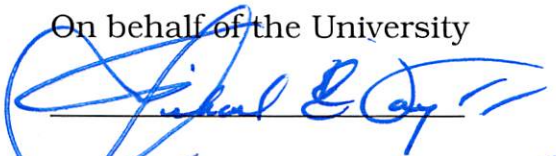
To be eligible for the any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either (1) on the payroll during the pay period during which the such salary increase is implemented; or (2) retired, 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 the increase or any retroactive pay.


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.

Signed this 26 day of June 2018:

On behalf of the University





On behalf of the Union

