

**Memorandum of Agreement
Successor Collective Bargaining Agreement
University of Massachusetts Lowell and the Classified/Technical Unit/MTA**

This agreement is between the University of Massachusetts Lowell (hereinafter “University”) and the Classified/Technical Unit, MTA (hereinafter “Union”), collectively the “parties” and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period of July 1, 2017 through June 30, 2020. This agreement covers the term July 1, 2020 through June 30, 2023. The parties will as promptly as feasible incorporate the agreements listed in this memorandum into a complete agreement. This memorandum lists those revisions made for the July 1, 2020 through June 2023 agreement otherwise the successor agreement shall carry forward the terms and conditions laid out in the prior agreement. The parties have agreed to the following changes:

**ARTICLE 12
EMPLOYEE COMPENSATION**

- *Modify Article 12, Section 1 to reflect the following:*

Section 1: Annual Salary Rate Increases

Over the term of the agreement, the following salary adjustments shall be made:

1. Effective the start of the first full pay period in July 2020 (i.e., July 5, 2020) members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%)

In consideration for the mutual promises contained in the attached Memorandum of Agreement, employees who are otherwise eligible for the annual salary adjustment effective on the date the parties reach agreement, shall receive an additional one-half of one percent (.5%)—not compounded—for a total of two and one-half percent (2.5%).

2. Effective the start of the first full pay period in July 2021 (i.e., July 4, 2021), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2%).

3. Effective the start of the first full pay period of July 2022 (i.e., July 3, 2022), members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two percent (2.0%).

To be eligible for 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 paid period during which such salary increase is implemented; or 2) retired or deceased 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.

One-Time Additional Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees shall receive a one-time payment equivalent to one and one-half percent (1.5%) of their base salary rate (minimum payment amount of \$1,000) in effect after the salary increase effective the date on which the parties reach agreement on a successor collective bargaining agreement.

In order to receive this one-time payment, a member of the bargaining unit must be on the payroll, including any authorized leave of absence, on the date of distribution of this payment. Members of the bargaining unit on the payroll for less than twelve (12) months from the date of distribution of this payment shall receive this one-time payment at a prorated rate.

Executed this first day of November 2021

For the University:

DocuSigned by:
Storella, William
30A5D4D7FECE417...

[Handwritten Signature]

For the Union:

DocuSigned by:
James Rossi
427BC37D27964A4...

DocuSigned by:
Matthew Smith
11085FC3A021405...

Memorandum of Agreement

This Agreement is by and between the Board of Trustees of the University of Massachusetts, Lowell (University) and the Classified/Technical Unit, MTA (Union), collectively, the Parties.

WHEREAS, on or about September 15, 2019, pursuant M.G.L. c. 175M, §6(c)(1) and 6(c)(2), the University began to deduct a portion of the wages earned by members of the bargaining unit represented by the Union; and

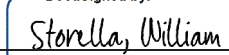
WHEREAS, on or about October 15, 2019 the Union filed a Charge of Prohibited Practice, alleging that the University unilaterally implemented such deductions without bargaining in good faith to resolution or impasse; and

WHEREAS, the Parties wish to resolve any and all matters concerning such deductions and such Charge of Prohibited Practice;

NOW THEREFORE, for the mutual promises contained herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

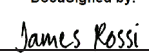
1. The University hereby proposes, subject to the conditions contained in the attached wage agreement, section 1 of such wage agreement, generally providing for an additional one-half of one percent (.5%) to the salary adjustment effective the date on which the parties reach agreement on a successor collective bargaining agreement.
2. The Parties understand and agree that nothing in this Agreement is an admission that neither the University nor any of its employees have violated any state or federal law or regulation, the common law of Massachusetts, any University policy, or any provision contained in a collective bargaining agreement.
3. The Parties understand and agree that the University has fulfilled any obligation to bargain pursuant to M.G.L. c.150E, §6 over the contribution rates contained in M.G.L. c.175M, §6(e). In the event the Department of Family and Medical Leave establishes a PFML contribution rate for which the maximum allowable employee share exceeds 0.5 percent, upon request by the Union, the parties shall bargain over the impact of that contribution rate (the Parties recognize the current employee contribution rate is .378).
4. The Union hereby withdraws, with prejudice, the Charge of Prohibited Practice filed on or about October 15, 2019 (SUP 19-7638) and shall transmit such withdrawal to the Department of Labor Relations no later than thirty (30) days following the execution of this Agreement.

Signed this 1st day of November 2021.

DocuSigned by:


 For the University

Print name: William Storella, Dir. of LR&C

DocuSigned by:


 For the Union

Print name: James Rossi, Chief Steward