

MEMORANDUM OF AGREEMENT REGARDING SALARY INCREASES

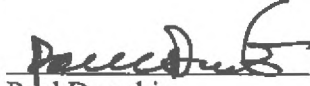
Emerson College ("Emerson" or the "College") and the Service Employees International Union, Local 888 (the "Union") (collectively, the "Parties") agree to this Memorandum of Agreement Regarding Salary Increases ("2021 Salary MOA") with an effective date of September 17, 2021 ("Effective Date") as follows:

- 1) In July 2020, the Parties entered into a Memorandum of Agreement on a number of topics arising out of the COVID-19 pandemic ("2020 COVID MOA"), including, but not limited to, the salary increase called for in Article 20(D) of the Parties' collective bargaining agreement ("CBA") then in effect. Per the 2020 COVID MOA, the salary increases did not go into effect.
- 2) At this time, the Parties mutually agree that in full satisfaction of any obligations under Article 20(D) of the CBA and the 2020 COVID MOA, the College will offer the following: For Union members with hire dates between April 1, 2020 – October 1, 2020, they will receive a payment equal to 3% of their base salaries in effect at the Effective Date, up to a maximum of \$2,400, less all applicable tax withholdings. Such payments will be included in the Union member's September 30th paycheck, for employees paid semi-monthly, or October 1st paycheck, for employees paid weekly.
- 3) For Union members with hire dates prior to April 1, 2020, they must select one of the following options:
 - a. Option A
 - i. In calendar year 2021: A salary increase of the dollar amount representing 0.6% of the Union member's base salary in effect at the date of this agreement, plus a one-time payment calculated as the sum of (x) 0.8% of the Union member's base salary in effect at the date of this agreement, and (y) a supplemental amount equal to 7% of the salary increase calculated above (and further equal to .042% of the Union member's base salary in effect at the date of this agreement). The salary increase along with the one-time payment equal to (x) + (y), less all applicable tax withholdings, will be included in the Union member's September 30th paycheck, for employees paid semi-monthly, or October 1st paycheck, for employees paid weekly provided that selections are made by members, and communicated to the administration, in accordance with applicable sections of this agreement.
 1. For purposes of clarity for the above calculation, the following example is provided: A Union member's salary in effect at the time of the agreement is \$60,000 per year. The salary increase amount would be \$360 ($\$60,000 \times 0.60\%$) paid pro-rata in each future semi-monthly or weekly payroll; the one-time payment component (x) would be \$480 ($\$60,000 \times 0.8\%$); and the one-time payment component (y) would be \$25 ($\$60,000 \times .042\%$). The total one-time payment of (x) + (y) would be \$505 ($\$480 + \25) and paid in the upcoming payroll as noted.

- ii. In calendar year 2022: Effective October 1, 2022, a salary increase of the dollar amount representing 1.4% of the Union member's base salary in effect at the Effective Date.
 - iii. In calendar year 2023: Effective October 1, 2023, a salary increase of the dollar amount representing 1.9% of the Union member's base salary in effect at the Effective Date.
- b. Option B
 - i. In calendar year 2021: One-time payment equal to 2% of base salary in effect at the time of the agreement, less all applicable tax withholdings. Such payment will be included in the Union member's September 30th paycheck, for employees paid semi-monthly, or October 1st paycheck, for employees paid weekly provided that selections are made by members, and communicated to the administration, in accordance with applicable sections of this agreement.
 - ii. In calendar year 2022: Effective October 1, 2022, a salary increase of the dollar amount representing 1.9% of the Union member's base salary in effect at the Effective Date.
- c. Option C
 - i. One-time payment equivalent to 3% of base salary in effect at the time of this agreement, up to a maximum of \$2,400, less all applicable withholding taxes. Such payment will be included in the Union member's September 30th paycheck, for employees paid semi-monthly, or October 1st paycheck, for employees paid weekly provided that selections are made by members, and communicated to the administration, in accordance with applicable sections of this agreement.
- 4) Union members hired after October 1, 2020 are not eligible for any of the salary increase or one-time payment options listed above.
- 5) For the Union members required to make a selection, the deadline for doing so is September 23, 2021. The Union must submit all selections to the Vice President for Administration and Finance by September 23, 2021, with a list including the name, employee ID and option of each Union member, with an attestation of the submitting SEIU officer or representative that such selections are accurate. Such selections are final and may not be changed. Union members required to make a selection who fail to do so by the deadline will automatically be enrolled in Option C.
- 6) For any actions to be taken in 2022 and/or 2023 under this 2021 Salary MOA, the College may revisit the amounts under the following scenarios in which there is a combined revenue loss directly related to the COVID-19 pandemic or expenses arising out of the College's response to the COVID-19 pandemic:
 - a. The College may impose a one-year delay on the implementation of actions slated for October 1, 2022 if there is a combined revenue loss or pandemic-related expenses for the College's fiscal year FY22 of greater than \$25 million as of July 1, 2022.
 - b. The College may impose a one-year delay on the implementation of actions slated for October 1, 2023 if there is a combined revenue loss or pandemic-related expenses for the College's fiscal year FY23 of greater than \$20 million as of July 1, 2023.

- c. In the event of the financial losses described herein, the College will provide the Union with documentation sufficient to evidence the expenses that relate to:
 - i. Costs of rental space to accommodate distancing in excess of budgeted amounts for FY2022 and FY2023
 - ii. Costs of personal protective equipment or safety related materials in excess of budgeted amounts for FY2022 and FY2023
 - iii. Costs of health testing in excess of budgeted amounts for FY2022 and/or FY2023
 - d. In the event of the financial losses described herein, the College will use its discretion to identify appropriate cost reduction mechanisms and will continue to consider numerous sources across the College in addition to any permitted by this section.
- 7) The Parties agree that the execution of this 2021 Salary MOA forecloses further negotiation relating to Article 20(D) of the CBA currently in effect and the 2020 COVID MOA. The Parties agree that to the extent they are negotiating a successor contract to the CBA currently in effect, such negotiations will not reopen these items. Nothing herein will prevent the Parties from discussing future salary proposals for periods after the expiration of the current CBA.

EMERSON COLLEGE



Paul Dworkis
Vice President for
Administration & Finance and CFO

9/22/2021
Date

SEIU LOCAL 888



Dennis Levine
Chair Emerson Staff Union

9/22/2021
Date