

MEMORANDUM OF AGREEMENT

Whereas, the *2012-2016 UPI Unit A Agreement* and the *2012-2016 UPI Unit B Agreement* (Agreements) were ratified by the University Professionals of Illinois (UPI) and approved by the Board of Trustees of Eastern Illinois University (EIU) on September 21, 2012; and extended until August 31, 2017, by mutual agreement dated July 24, 2015;

Whereas the lack of state appropriations has placed a significant financial burden nearing the conclusion of the 2016 fiscal year; and

Whereas EIU and UPI have a common interest in preserving the financial viability of the institution.

Therefore be it resolved:

0) All references to "appropriations" herein will refer to monies assigned to EIU either as a general FY16 or FY17 appropriation or for FY16 MAP grants.

1) Bargaining-unit members with a yearly base salary of \$50,000 or less will defer a total sum equal to 2.5% of their annual base contract salary (e.g., 9 months for most faculty, 12 months for librarians, etc.). Bargaining-unit members with a yearly base salary from \$50,001 to \$75,000 will defer a total sum equal to 5% of their annual base contract salary. Bargaining-unit members with a yearly base salary from \$75,001 to \$100,000 will defer a total sum equal to 6.5% of their annual base contract salary. Bargaining-unit members with a yearly base salary of \$100,001 or more will defer a total sum equal to 7.5% of their annual base contract salary. Bargaining-unit members who are on less-than-100% contracts (such as Unit A faculty members on full-year sabbaticals, or Unit B members on reduced contracts) during the time period in '2' will have the deferrals calculated on their reduced base (e.g., a member with a normal yearly salary of \$80,000 would pay 6.5% of their salary. If that member were on a 50% spring contract, s/he would have a 3.25% deferral.)

2) The salary to be deferred (as defined in '1') will be taken in equal installments: 4 installments (the March, April, May, and June paychecks) for bargaining-unit members who are scheduled to receive a regular June base salary paycheck, or 3 installments (March, April, and May) for those bargaining-unit members who are not scheduled to receive such a paycheck.

3) Bargaining-unit members may choose to voluntarily defer additional pay during this time period with prior notification to the Payroll Office.

4) All deferrals end immediately if the University receives appropriations from the state in the sum of \$2 million or more, or if the University has permission to borrow against an appropriation of \$2 million or more.

5) From all appropriations, equal amounts will be assigned to the administration and to UPI until all deferrals have been repaid or until the entire appropriation has been exhausted. For example in the case of a \$4M appropriation, \$2M shall be allocated to refund UPI deferred salaries, and \$2M shall be allocated to EIU. This repayment will be made within 3 months of the receipt of the appropriation or permission to borrow in '4'.

6) All repayments will be assigned to affected faculty members in equal dollar amounts until all are made whole or until all allocations to UPI are expended.

7) If the state makes appropriations in multiple installments, the procedures in '5' and '6' will be followed until all deferrals are repaid for appropriations totaling greater than \$4M, or all appropriations have been allocated for appropriations totaling less than \$4M.

8) If EIU receives appropriations in an amount less than twice the sum taken from bargaining-unit members' pay (defined in 1 and 3), then bargaining-unit members who are not re-hired for Fall 2016 or whose job is involuntarily terminated (except for cause) will receive their full deferred amount first. If funding from EIU falls short of repaying those members in full, then the members who are not re-hired or who are involuntarily terminated will receive repayment in equal dollar amounts.

9) Bargaining-unit members who have an accepted and approved retirement date filed prior to March 1, 2016 to retire on or prior to August 31, 2017 will not have any salary deferred.

10) If no appropriation (as defined above) is ever made to the University, then the salary deferrals will be converted to salary reductions that the University will not be required to refund.

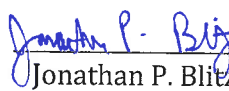
11) UPI has the option to extend the current *Unit A Agreement* and *Unit B Agreement* for one additional year (from August 31, 2017 to August 31, 2018). If this option is exercised, there will be no across-the-board salary increase during this additional year. This option shall expire on January 15, 2017.

It is further agreed that this Memorandum of Agreement does not constitute a precedent or practice.



4/8/16

David M. Glassman, President
Eastern Illinois University



4/7/16

Jonathan P. Blitz, UPI Chapter President
Eastern Illinois University