Memorandum of Agreement
Amending the
Collective Bargaining Agreement between the Board of Trustees of the University of Massachusetts
and
Service Employees International Union Local 888
for the period commencing
July 1, 2009 and ending June 30, 2012

The Board of Trustees of the University of Massachusetts (University) and the Service Employees International Union Local 888 (SEIU) hereby agree to the following amendments to the Agreement between the parties covering the period July 1, 2009 and ending on June 30, 2012.

1. That the effective date of each of the three salary increases provided for in the Agreement shall be moved from the first pay period of the fiscal year to the last day of each such fiscal year, such that there shall be a 1.5% salary increase effective June 30, 2010, a 3.5% salary increase effective June 30, 2011, and a 3.5% salary increase effective June 30 2012.

2. The June 30 effective dates in paragraph 1 above may be advanced by three months or six months if the following State tax revenue targets are met:

    FY 10: 6 months if $19.45 billion, 3 months if $19 billion
    FY 11: 6 months if $20.42 billion, 3 months if $19.95 billion
    FY 12: 6 months if $21.44 billion, 3 months if $20.94 billion

    If tax revenues for fiscal year 2010, 2011 or 2012 meet one of the aforementioned targets, the salary increase for that fiscal year and for every subsequent fiscal year will be advanced by six or three months, as applicable.

    The calculation of State tax revenues will not include Federal stimulus funding or other one-time revenues, nor shall it include revenues from additional taxes or fees implemented as part of the effort to balance the State budget. Retroactive salary adjustments triggered by meeting these targets will be subject to the appropriation of funds needed to support them by the Legislature.

3. That, if the MOA is not ratified by SEIU unit members, the original July 1, 2009 – June 30, 2012 collective bargaining agreement, including the economic provisions contained therein, will remain in full force and effect and H. 1141 will continue to serve as the operative funding request under Chapter 150E, Section 7(c).*

4. That, if FY 2010 funding legislation filed pursuant to this MOA is not enacted by the legislature by July 31, 2010, and signed by the governor so as to make effective the compensation and other economic provisions of the collective bargaining agreement as modified by this MOA, either party may notify the other in writing at any time that the modifications agreed to herein will become null and void and the original 2009-2012 collective bargaining agreement as executed, including the economic provisions contained therein, will remain in full force and effect, and H. 1141 will continue to serve as the operative funding request under Chapter 150E, Section 7(c).*

5. Reopener: In the event that during the term of the 2009-2012 collective bargaining agreement, a collective bargaining agreement with a non-public safety or non-healthcare unit is submitted by either the Governor or the Secretary of Administration and Finance and funded by the Legislature, and in the event that such agreement contains provisions for across-the-board salary increases in excess of those contained in this Memorandum of Agreement, the parties agree, at the request of the Association, to re-open their collective bargaining agreement for further negotiations.

6. In all other respects, the provisions of the Agreement between the parties shall remain in full force and effect.

*The position of SEIU is that these items depict rights and obligations that exist apart from these discussion or negotiations. However, SEIU requests inclusion of these items in any memorandum of agreement that modifies the 2009-2012 collective bargaining agreement in order to reassure our members that the University is in accordance with SEIU's position on these issues.

Signatures: _____   _____
             for the University   for the SEIU

             date _____   date _____

             _____   _____

             _____   _____