

MEMORANDUM OF UNDERSTANDING

UNIVERSITY OF MASSACHUSETTS LOWELL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888

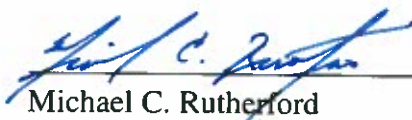
(Merit Based Salary Increase – January 2013)

The following terms constitute the process for the distribution of the January 2013 merit pool as contained in the parties March 2012 Memorandum of Agreement (“MOA”) (attached). To the extent that any term of the MOA conflict with the terms of this Memorandum of Understanding (“MOU”) the terms of this MOU shall control.

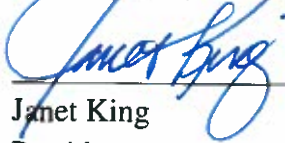
1. The implementation of the merit based salary increases for January 2013 shall be on a pilot basis and shall not serve as a precedent for any future merit pool increases including but not limited to the scheduled January 2014 merit based salary increases.
2. The January 2013 salary increases set forth in the MOA are adjusted as follows:
  - a. First pay period of January 2013 increase: 1.25% (Article 10, A.2.);
  - b. Merit based salary increase: 0.50% (Article 10, A.3)
3. Employees not on the payroll as of April 1, 2012 as well as those promoted subsequent to July 1, 2012 are not eligible to receive merit based increases.
4. Only those employees that received a “solid performance” or above are eligible for any salary increase.
5. Merit based increases will be approved by the appropriate senior cabinet member and/or vice chancellor upon the recommendation of the departmental unit manager.
6. Merit based increases will be distributed by departmental unit.
7. Merit based increases will be based on the employee’s performance evaluation.  
Employees in the same departmental unit with the same performance evaluation rating shall receive the same percentage of merit based increase in pay.
8. Review of merit based increases are limited solely to allegations of disparate treatment among similarly situated members (i.e. same performance evaluation rating but different percentage increase) in a departmental unit. To request a review an employee must file a written request to the Associate Vice Chancellor, Human Resources and Equal Opportunity & Outreach no later than the end of the second full payroll period following the merit increase.
9. The parties shall meet to discuss any unanticipated issues that may arise during the implementation of this MOU.

Executed this 6 day of December, 2012

For the University

  
\_\_\_\_\_  
Michael C. Rutherford  
Director, Employee and Labor Relations

For the SEIU, Local 888

  
\_\_\_\_\_  
Janet King  
President

MEMORANDUM OF UNDERSTANDING  
UNIVERSITY OF MASSACHUSETTS LOWELL  
AND

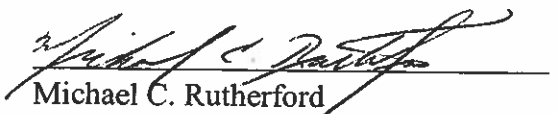
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888  
(Merit Based Salary Increase – January 2014)

The following terms constitute the process for the distribution of the January 2014 merit pool as contained in the parties March 2012 Memorandum of Agreement (“MOA”). To the extent that any term of the MOA conflict with the terms of this Memorandum of Understanding (“MOU”) the terms of this MOU shall control.

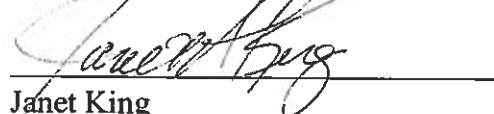
1. There shall be established a pool equal to one half of one percent (0.5%) of the salaries of all unit members on the payroll as of December 29, 2013. All unit members hired on or before July 1, 2013 who received a performance rating of at least Solid Performance on the 2013 performance evaluation shall be eligible to be included in a merit based salary increase.
2. Employees not on the payroll as of July 1, 2013 as well as those promoted subsequent to October 1, 2013 are not eligible to receive a merit based increase.
3. Merit based increases will be approved by the appropriate senior cabinet member and/or vice chancellor upon the recommendation of the departmental unit manager.
4. Merit based increases will be distributed by departmental unit.
5. Merit based increases will be based on the employee’s performance evaluation. Employees in the same departmental unit with the same performance evaluation rating shall receive the same percentage of merit based increase in pay.
6. Review of merit based increases are limited solely to allegations of disparate treatment among similarly situated members (i.e. same performance evaluation rating but different percentage increase) in a departmental unit. To request a review an employee must file a written request to the Associate Vice Chancellor, Human Resources and Equal Opportunity & Outreach no later than the end of the second full payroll period following the merit increase.
7. The parties shall meet to discuss any unanticipated issues that may arise during the implementation of this MOU.
8. The increase will be effective on the first pay period of January 2014 (i.e. December, 29, 2013).
9. The implementation of the merit based salary increases for January 2014 shall not serve as a precedent for any future merit based increases.

Executed this 21 day of October, 2013

For the University

  
Michael C. Rutherford  
Director, Employee and Labor Relations

For the SEIU, Local 888

  
Janet King  
President

**MEMORANDUM OF AGREEMENT**  
**UNIVERSITY OF MASSACHUSETTS LOWELL**  
**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888**  
**(Position Classification and Compensation System)**

---

WHEREAS, by Memorandum of Agreement dated March 20, 2012, the parties agreed:

**Appendix H: Position Classification Review Committee**

The parties mutually agree to establish a committee comprised of Unit and Non-Unit Professional Staff, whose charge will be to make a recommendation for the selection of a standardized position classification system.

And

**Appendix G: Evaluation of Unit Members**

The University will meet with the union to discuss the implementation of a revised Performance Evaluation form and process. Maintain current contract language on evaluates. (And see attached appendix).

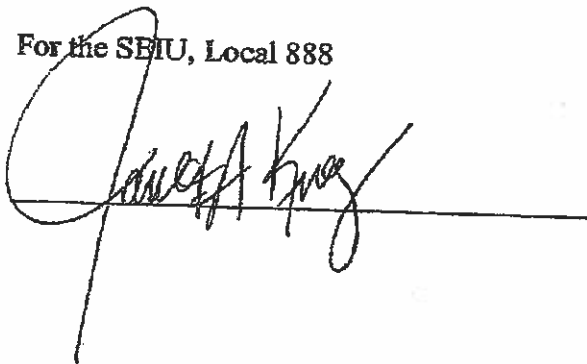
Now, having satisfied any and all bargaining obligations pursuant to the matters referenced above, the parties agree to the following:

1. Position Titles of all unit members shall be designated a grade and salary range utilizing the attached Grade and Salary Chart ("Chart") (Attachment 1). The specific title grade designation is set forth in Attachment 2. The University maintains the right to revise the Chart as it deems necessary from time to time and in accord with established practice, the University maintains the right to reclassify positions and to make salary adjustments of employees as it deems appropriate.
2. The University shall notify bargaining unit employees of the grade and salary range designated to their position title.
3. An employee whose current salary exceeds the maximum salary for the designated grade for the employee's position title may request a review of his or her initial grade designation by filing a written request to the Associate Vice Chancellor, Human Resources and Equal Opportunity & Outreach no later than the end of the second full payroll period following notice to the employee of his or her designated grade designation. As part of the employee's request for review, the employee must submit all documentation supporting the request that the designated grade is not appropriate or that the classification is not consistent with other unit employees who perform the same or similar work. The Associate Vice Chancellor, or his or her designee, shall review the request and issue a response within 30 days. The decision of the Vice Chancellor shall be final, and shall not be subject to the grievance procedure as contained in the parties' collective bargaining agreement.

4. The parties shall continue their efforts to determine the appropriate designated grade for the titles listed in Attachment 3. Unless otherwise agreed to by the parties, such employees shall receive salary increases in accordance with the terms and conditions of the parties' collective bargaining agreement.
5. The Performance Evaluation process as initially developed and implemented through the 2012 pilot program and subsequently modified and implemented in 2013 is hereby adopted by the parties. The current evaluation program as agreed to by the parties is set forth on the Human Resources and Equal Opportunity and Outreach Performance Management website as of the date of this agreement. The University maintains the right to periodically revise the program based upon the operational needs of the University.

Signed the \_\_\_30 day of October, 2013

For the SBIU, Local 888



For the University of Massachusetts

