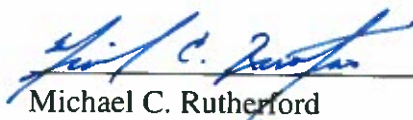


MEMORANDUM OF UNDERSTANDING
UNIVERSITY OF MASSACHUSETTS LOWELL
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
(Merit Based Salary Increase – January 2013)

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