

2/16/12
MPS
WMS

Ground Rules

1. The University included—as a separate line item—the estimated FY13 costs of a new, two-year collective bargaining agreement in its FY13 State Budget Request.
2. It is specifically agreed that the revenue target provisions contained in a Memorandum of Agreement executed on or about June 22, 2010, amending the 2009-2012 Collective Bargaining Agreement (Memorandum of Agreement) remain in full force and effect until:
 - a) the Governor's Budget (House 1) includes a collective bargaining reserve to fund the FY13 incremental cost items contained in a new collective bargaining agreement covering the period July 1, 2012 through June 30, 2014 (CBA), AND the General Appropriations Act (final budget) includes such a collective bargaining reserve AND such funds are transferred to the University (at which time the MOA shall be superseded); or
 - b) the University submits a request for funding as described in paragraph 3, below, AND the governor recommends that the general court appropriate the funds so requested, AND the general court appropriates the funds so requested AND such funds are transferred to the University (at which time the MOA shall be superseded); or
 - c) the University submits a request for funding as described in paragraph 4, below, AND the governor recommends that the general court appropriate the funds so requested, AND the general court appropriates the funds so recommended AND such funds are transferred to the University (at which time the MOA shall be implemented).
3. The University shall, not later than three (3) days following the Union's notification that it has ratified a new CBA, submit a request, pursuant to M.G.L. c.150E, §7(c), for an appropriation to fund the FY13 incremental cost items in the CBA.
4. In the event that, following the submission of the request described in paragraph 3, above: a) the governor fails to recommend that the general court appropriate the funds so requested; or b) the general court does not appropriate the funds so recommended, the parties shall engage in further bargaining concerning the successor Agreement, and the University shall submit, pursuant to the terms of the Memorandum of Agreement, a request for an appropriation in the next biennial legislative session to fund the retroactive salary adjustments caused by the advancement of any of the effective dates of the salary increases contained in the 2009-2012 Collective Bargaining Agreement as amended by the Memorandum of Agreement; provided that, for the sole purpose of submitting such a request, the University shall deem the Fiscal Year 2011 and, if an FY12 tax revenue target is met, Fiscal Year 2012 revenue targets to have been met, notwithstanding the first sentence in the fourth sub-paragraph in paragraph 2 of the Memorandum of Agreement; provided further that such submission by the University shall not preclude the University from raising in any subsequent litigation that the Fiscal Year 2011 and/or Fiscal Year 2012 revenue targets have not been met.
5. The parties acknowledge that past practice between the University and the union has been that once the first year of a multi-year contract has been funded, economic parameters in subsequent years have been implemented. Nothing in this agreement alters that past practice.