



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE  
HUMAN RESOURCES DIVISION  
ONE ASHBURTON PLACE, BOSTON, MA 02108

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

JAY GONZALEZ  
Secretary

PAUL DIETL  
Chief Human Resources Officer

December 3, 2009

Bruce Boccardy  
President  
SEIU Local 888  
529 Main Street, Suite 222  
Charlestown, MA 02129

Dear Mr. Boccardy:

Attached please find a Memorandum of Agreement (MOA) between the Commonwealth and Unit 2 that incorporates agreed-upon amendments to the parties' July 2009-June 2012 Collective Bargaining Agreement. In addition to the economic items set forth in the MOA, the Commonwealth commits to the following:

- To analyze management staffing patterns, the use of contractors and the use of so-called post-retirees, and to discuss the results with the Union.
- To use savings associated with the agreement to mitigate future layoffs of employees represented by Unit 2.
- To reopen the wage provisions of the MOA for further bargaining in the event that the group insurance premium percentage contribution rate for employees is increased during Fiscal Years 2010 and/or 2011.

I trust that the MOA and this letter accurately reflect the understanding(s) that the parties arrived at during negotiations. Please contact me directly with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark E. D'Angelo".

Mark E. D'Angelo  
Director of Employee Relations

**Memorandum of Agreement  
amending the  
Collective Bargaining Agreement between the Commonwealth and the Alliance,  
AFSCME-SEIU Local 888 Unit 2  
for the period commencing  
July 1, 2009 and ending June 30, 2012**

The Commonwealth of Massachusetts and the Alliance, Unit 2, hereby agree to the following amendments to the Collective Bargaining Agreement between the parties covering the period July 1, 2009 and ending on June 30, 2012.

The parties agree that effective date of each of the three across-the-board salary increases provided for in the Agreement shall be moved from the first pay period of the fiscal year to June 30 of the fiscal year, such that there shall be a 1% salary increase effective June 30, 2010, a 3% salary increase effective June 30, 2011, and a 3% salary increase effective June 30, 2012.

To generate savings in Fiscal Year 2010, the parties agree to waive the Commonwealth's payment to the parties' Health and Welfare account in FY 2010 for a period of approximately 1.5 weeks.

The provisions of this agreement regarding Health and Welfare payments shall not become effective unless and until the salary provisions of the Agreement are approved by the legislature and signed into law by the Governor.

The Commonwealth agrees that any costs incurred by employees covered by this MOA as a result of co-pay and deductible increases approved by the GIC on November 20, 2009, or any subsequent such increases approved by the GIC in Fiscal years 2010 and 2011, shall be reimbursed by the Commonwealth. The Commonwealth further agrees that it will neither seek nor support an increase in the group insurance premium percentage contribution rate for employees covered by this MOA. This commitment shall endure for Fiscal Years 2010 and Fiscal Year 2011.

The dates contained in the second paragraph of this agreement may be advanced by six months in each of the three years, or by three months in each of the three years, if the following tax revenue targets are met:

FY 10 – 6 months = \$19.45 billion; 3 months = \$19 billion  
FY 11 – 6 months = \$20.42 billion; 3 months = 19.95 billion  
FY 12 – 6 months = \$21.44 billion; 3 months = \$20.94 billion

In addition, if tax revenues for Fiscal Year 2010, 2011, or 2012 achieve one of the aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase for that fiscal year and for every subsequent fiscal year by 6 or 3 months, as applicable.