

**Memorandum of Agreement
Between the Massachusetts Board of Higher Education
And the
American Federation of State and County and Municipal Employees, Council 93,
Local 1067, AFL-CIO
For a Successor Agreement Covering
July 1, 2023 – June 30, 2024**

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the "Board") and the American Federation of State, County and Municipal Employees Council 93, Local 1067. (the "Union") on this ___ day of June 2023.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2020-2023 Agreement) which has remained in full force and effect; and

WHEREAS, the parties have agreed to a new one (1) year successor agreement to the 2020-2023 Agreement consistent with this Memorandum of Agreement which shall supersede the 2020-2023 Agreement; and

WHEREAS, the parties wish to memorialize and give effect to the terms of the agreements reached by the parties;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. General

This Agreement is contingent upon the ratification of the Agreement by the Union's unit members and all pertinent Board and State officials including, but not limited to, those set out in M.G.L. c. 150E Section 7.

The provisions of the 2020-2023 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2023-2024 Agreement except as amended herein.

2. Article 17 Section 1-Salary Increases

Replace the existing Art. 17 Section 1 Salary Increases with the following new Section 1:

Section 1 Salary Increases

A. General Salary Increases

1. Effective the first full pay period in July 2023 the salary rate of eligible employees shall be increased by **four percent (4.0%)**. Eligible employees shall be those who were then employed at the time of the first full pay period of July 2023 and who remained employed as of the date of the execution of the parties' Agreement as

well as employees who were employed on July 1, 2023 but who retired or died prior to January 1, 2024.

2. Effective the first full pay period of January 2024, the salary rate shall be increased **by four percent (4.0%)**.

3. Classification/Adjustment Pool

Effective the first full pay period of July 2023, the parties agree to establish a Classification/Adjustment Pool equal to \$500 per FTE in the bargaining unit during the first full pay period of July 2023. The parties agree that the Classification/Adjustment Pool monies shall be distributed as follows:

A) All unit members holding positions at Pay Grade 9 or less shall be advanced to the next higher pay grade at the same step they currently hold. All such pay grade adjustments paid from the Pool shall be effective the first full pay period of July 2023. This adjustment does not alter any anniversary date for such employees. Appropriate increases of one pay grade shall be made in Appendix I Classification Titles and Pay Grades.

B) To the extent that there are remaining monies left in the Classification/Adjustment Pool referenced above after implementing paragraph 3.A regarding unit members holding existing positions of Pay Grade 9 or less, the parties agree to establish a Classification/Adjustment Pool Joint Committee which shall begin meeting immediately upon ratification of this Agreement by both parties to mutually determine how the remaining monies in the Pool shall be distributed. The parties agree to finalize a distribution plan for the remaining Pool monies within sixty (60) days of the parties' Joint Committee's first meeting.

N. B. In Article 17 Sections 2 and 3, amend the references to Appendices C-1 to C6 to reflect the new Appendices.

3. Article 38 Duration

Amend Art. 38 as follows:

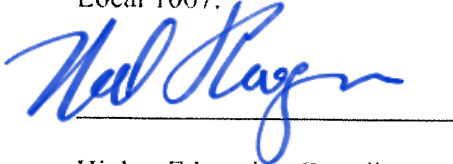
This Agreement shall be for the one (1) year period from July 1, 2023 to June 30, 2024 and terms contained herein shall become effective on July 1, 2023 unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2024.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.


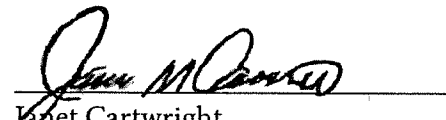
Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

WHEREFORE, cognizant of the covenants entered into on this ___ day of _____, 2023, the Board of Higher Education and the American Federation of State, County and Municipal Employees, AFL-CIO hereby set their signs and seals hereunder.

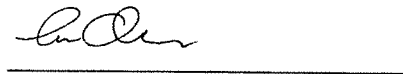
On Behalf of AFSCME Council 93
Local 1067:




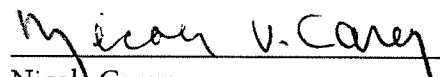
Higher Education Coordinator
AFSCME Council 93
Date: 7/28/23


Thomasine Corbett
President
Local 1067
Date: 6/23/2023
Janet Cartwright
Treasurer
Local 1067
Date: 6/2/2023

On behalf of the Board of Higher
Education:



Department of Higher Education
Date: 7/27/23


Linda Hogan Shea
Vice President
Local 1067
Date: 6/23/2023
Nicola Carey
Parliamentarian
Local 1067
Date 6/23/2023