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, 2024 – June 30, 2027

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 July 2024.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2023-2024 Agreement) which has remained in full force and effect; and

WHEREAS, the parties have agreed to a new three (3) year successor agreement to the 2023-2024 Agreement consistent with this Memorandum of Agreement which shall supersede the 2023-2024 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 2023-2024 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2024-2027 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 January 2025, the salary rate of employees shall be increased by **three percent (3.0%)**.

- 2. Effective the first full pay period of July 2025, the salary rate of employees shall be increased by <u>two percent (2.0%)</u>.
- 3. Effective the first full pay period of January 2026, the salary rate of employees shall be increased by <u>two percent (2.0%)</u>.
- 4. Effective the first full pay period of July 2026, the salary rate of employees shall be increased by two percent (2.0 %).
- 5. Effective the first full pay period of January 2027, the salary rate of employees shall be increased by two percent (2.0%).
- 6. Applicable salary charts reflecting the salary increases are attached hereto as Appendices C.

3. <u>Classification/Adjustment Pool</u>

Effective with the signing of this MOA, the Parties acknowledge the existence of an adjustment pool equivalent to \$200 per FTE in the bargaining unit as a part of the economic settlement of this MOA. The number of FTE's in the bargaining unit shall be based on the average monthly enrollment of the bargaining unit for Fiscal Year 2024.

The allocation and distribution of the adjustment pool funds shall be mutually determined by the parties. Such distribution plan shall be finalized by the parties within sixty (60) days of the execution date of this Memorandum of Agreement and take effect the first full pay period of January 2025 to coincide with 2.A.1 above.

4. Article 38 Duration

Amend Art. 38 as follows:

This Agreement shall be for the <u>three (3) year period from July 1, 2024 to June 30, 2027</u> and terms contained herein shall become effective on <u>July 1, 2024</u> unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after <u>March 1, 2027</u>.

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.

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WHEREFORE, cognizant of the covenants entered into on this 26 day of Arg. , 2024, the Board of Higher Education and the American Federation of State, County and Municipal Employees, AFL-CIO hereby set their signs and seals bereunder.

On Behalf of AFSCME Council 93 Local 1067:

Higher Education Coordinator AFSCME Council 93 Dated: 7.15.24

President, Local 1067 Dated: 9/15/2024 On behalf of the Board of Higher Education: Dated: 9/16/24