

Memorandum of Understanding
Between the Massachusetts Board of Higher Education
And the
American Federation of State and County and Municipal Employees, Council 93 / Local
1067, AFL-CIO and AFSCME Local 1067
For a
Successor Agreement

July 1, 2011 – June 30, 2014

The parties agree to the following changes to the Board of Higher Education and the American Federation of State and County and Municipal Employees Collective Bargaining Agreement for July 1, 2009 – June 30, 2012. Moreover, in consideration of all provisions outlined below, all Board of Higher Education obligations arising under the provisions in Article 17 Section 1 in the 2009-2012 Collective Bargaining Agreement are hereby waived by the union.

Article 11 Section 1 Sick Leave

Effective upon signing of Agreement

H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence to the extent otherwise required by FMLA. Such leave shall be charged on the same basis as provided in subsection G.

Article 11 Section 2 Paid Personal Leave

Full-time employees on the payroll as of the signing of this Agreement will be credited annually with paid personal leave credits as follows:

Unit I from 22.50 hours to 37.5 hours

Unit II from 24 hours to 40 hours

New full-time employees hired after the signing of this Agreement will be credited with the following Personal leave credits:

Unit I will have 22.50 hours

Unit II will have 24.00 hours

Article 11 Section 16 Leave

Effective upon signing of Agreement

Additional Leave on Account of Catastrophic Illness upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the CEO may grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent leave. If denied the CEO shall provide the basis for the decision in writing.

Article 11 Section 3 Bereavement Leave

Add to end of paragraph 2: and for one (1) day's leave without loss of pay death of spouse's brother's or sister's spouse.

Article 14 Section 1 Holidays

Effective on 1-1-2012

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
President's Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Article 17 Section 1A Salary Increases Remove in its entirety and replace with following language:

- A. Effective June 30, 2012 the salary rate of employees shall be increased by three percent (3%).
- B. Effective the first pay period in July 2012 the salary rate of employees shall be increased by one and a half percent (1 ½%).
- C. Effective the first pay period in January 2013 the salary rate of employees shall be increased by one and a half percent (1 ½%).
- D. Effective the first pay period in July 2013 the salary rate of employees shall be increased by one and a half percent (1 ½%).
- E. Effective the first pay period in January 2014 the salary rate of employees shall be increased by one and a half percent (1 ½%).

Article 18 Section 2 Health & Welfare

Subsection B. (add after 3rd paragraph) Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$14.50 per calendar week. Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.00 per calendar week.

Article 25 Section 3 Professional Development

Delete the last 2 sentences in Section 3 and replace it with:

To maintain the in-service training program, the employer shall provide a fund of thirty-five dollars (\$35) per full-time equivalent employee on the payroll as of July 1, 2012; and effective July 1, 2013 shall add to the fund thirty-five dollars (\$35) per full-time equivalent on the payroll as of July 1, 2013.

Article 37 Duration & Signature Page


Current contract ends 6/30/11 and triggers are not in effect.


Change first paragraph to:

New contract 7/1/11- 6/30/14

At the written request of either party negotiations for a subsequent agreement will be commenced on or after March 1, 2014.

For the Union







1-17-12

Date

For the Massachusetts Board of Higher Education





1-17-2012

Date