## MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024, BETWEEN THE BOARD OF HIGHER EDUCATION AND

## THE ASSOCIATION OF PROFESSIONAL ADMINISTRATORS, MTA/NEA

This Memorandum of Agreement ("Memorandum") is entered into by and between the Board of Higher Education (the "Board") and the Association of Professional Administrators, MTA/NEA (the "Association");

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "2020-2023 Agreement"), which by its terms has remained in full force and effect;

WHEREAS, on September 1, 2023, the parties reached a one-year agreement for the term of July 1, 2023 to June 30, 2024, through successor negotiations; and

WHEREAS, the parties wish hereby to record and give effect to the results of their negotiations for the purposes of seeking funding and the Association's ratification process;

NOW, THEREFORE, in consideration of the forgoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

1. All provisions of the 2020-2023 Agreement not amended by this Memorandum shall remain in full force and effect from July 1, 2023 through June 30, 2024, and remain in effect until a successor agreement is entered into.

2. Amend Article V, C, Salary Adjustments, to reflect the following:

Effective the first pay period of July 2023, the annual salary rate of every eligible bargaining unit member who is employed as of the first pay period of July 2023 shall be increased by four percent (4%).

In addition, six months later, effective the first pay period January 2024, the annual salary rate of every eligible bargaining unit member who is employed as of the first pay period of January 2024 shall be increased by four percent (4%).

3. Replace Article V, C(4), with the following Salary Adjustment Pool language:

For the purposes of this one-year successor agreement only, effective the first pay period of July 2023, each University shall establish a pool of money, Adjustment Pool, equal to five hundred

dollars (\$500.00) per FTE in the bargaining unit. A prorated amount will be factored into this pool for less than full time or partial year bargaining unit members.

Each campus shall use the Adjustment Pool funds in the following way:

A. Forty percent (40%) of the total amount of each university's Adjustment Pool shall be utilized as a longevity increase and distributed equally among bargaining unit members with five (5) or more consecutive years within the unit at their respective university as of July 1, 2023. For unit members who are less than full-time, this longevity increase shall be prorated.

This longevity increase shall be added to the base salary of eligible unit members after the July 2023 four percent (4%) increase is implemented. In order to be eligible for this longevity increase, a bargaining unit member must be on the payroll at the time the salary increase takes effect and on the payroll at the time of the distribution as well as have five or more years in the unit as of July 1, 2023. Each university shall provide the Chapter President and APA Statewide President a list of all eligible unit members with their initial date of hire/appointment into a unit position, and their calculated years within the APA unit as of July 1, 2023.

B. Sixty percent (60%) of the total amount of each university's Adjustment Pool shall be utilized as a retention increase and distributed as follows:

For unit members in the lowest 25<sup>th</sup> percentile for salary, who have been hired/appointed to a unit position prior to July 1, 2022, a factor of 2x will be applied to their base salary.

For unit members in the  $26^{\text{th}}$  -  $50^{\text{th}}$  percentile for salary, who have been hired/appointed to a unit position prior to July 1, 2022, a factor of 1x will be applied to their base salary. For unit members who are less than full-time, any retention increase shall be prorated.

This retention increase shall be added to the base salary of eligible unit members after the July 2023 four percent (4%) increase is implemented. In order to be eligible for this retention increase, a bargaining unit member must be on the payroll at the time the salary increase takes effect and on the payroll at the time of the distribution. For bargaining unit members who are less than full-time, eligibility shall be determined based on what the unit member's salary would be as a full-time employee. Additionally, for unit members who are less than full-time, any retention increase shall be prorated. Each university shall provide the Chapter President and APA Statewide President with a list of unit members eligible for the retention increases.

Members eligible for longevity and retention pools will receive both increases. Eligibility for the retention pool will be determined prior to the addition of the longevity increase.

This Memorandum of Agreement is subject to ratification by both Parties.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

By: \_\_\_\_

Dr. Noe Ortega Commissioner Massachusetts Department of Higher Education Date: \_\_\_\_\_10/26/2023\_\_\_\_\_

By: NI G ena

John D. Keenan Chair, Council of Presidents Date: 10/25/2023

THE ASSOCIATION OF PROFESSIONAL ADMINISTRATORS/MTA/NEA

Aith Dern By:

Seth Bean President Association of Professional Administrators Date: <u>10/20/2023</u>