

MEMORANDUM OF AGREEMENT
By and Between the BHE and AFSCME COUNCIL 93 LOCAL 1067
On Extension of New Vacation Cap

In light of the current COVID-19 pandemic and the resulting operational needs of the state universities and community colleges as well as the needs of unit members, the BHE/Community Colleges/State Universities and AFSCME Council 93 Local 1067 hereby agree as follows:

1. The parties, for the third time, agree to amend the parties' present collective bargaining agreement's Article 13, Section 7 as set forth below (amendments are in red on electronic document):

Section 7

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to ensure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45th day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of date of receipt of such request.

Effective July 1, 2019, no employee shall carry vacation leave credit of more than 375 hours (50 days) for unit members in Unit I and 400 hours (50 days) for unit members in Unit II.

Notwithstanding the above, current unit members as of the date of the parties' Memorandum of Agreement for this collective bargaining agreement with accrued vacation leave amounts above the fifty (50) day limit shall have until the last payroll period of June 2022 to lower their accrued vacation leave amounts equal to or below the fifty (50) day limit. The process by which this change in vacation leave maximum balances and accrual is effectuated shall be as follows:

At the end of the payroll period of June 2022, any employee who is carrying vacation leave credits of more than 375 hours (50 days) or 400 hours (50 days) shall have any such accrued vacation leave credits converted to sick leave. After the last payroll period of June, 2022, accrued vacation leave credits in excess of 375 hours or 400 hours depending on unit membership shall not be converted to sick leave and any accrued vacation leave credits above 375 hours or 400 hours shall be forfeited at the end of the last payroll period in December of

each year **thereafter**. Employees whose services are terminated for any reason during a given year shall be subject to the provisions of Section 11 below.

2. All other provisions of the parties' collective bargaining agreement remain in full force and effect. All prior Memoranda of Agreements between the parties amending Article 13 Section 7 are superseded by this Agreement and are null and void.
3. The parties agree to incorporate the amended language of Article 13 Section 7 set forth above in Paragraph 1 of this Agreement into their successor collective bargaining agreement commencing on July 1, 2021.

BHE

AFSCME LOCAL 1067

By: /s/ *Michael J. Murray*

Michael J. Murray
Director of Employee and Labor Relations
Massachusetts Department of Higher
Education
Dated: April 27, 2021

By: __*Thomasine A. Corbett*__

Thomasine A. Corbett
President, AFSCME Local 1067
Dated: April 27, 2021