

**MEMORANDUM OF AGREEMENT**  
**By and Between the BHE and AFSCME COUNCIL 93 LOCAL 1067**  
**On Meal Allowances/Employee Expenses**

This Agreement is made by and between the American Federation of State, County and Municipal Employees Council 93 Local 1067 (Union) and the Board of Higher Education (BHE) As employer of record for employees at the Massachusetts State Universities/Colleges and the Community Colleges this 20<sup>th</sup> day of July 2022.

Whereas, the BHE and Union reached agreement on November 2, 2021 on a new collective bargaining agreement covering the period July 1, 2020 to June 30, 2023 (the Agreement); and

Whereas, the parties were signatories to a memorandum of agreement dated October 10, 2018 that amended certain provisions of Article 15 of the parties' collective bargaining agreement running from July 1, 2017 to June 30, 2020 in order to lessen the financial burden on employees for meals and/or food consumed by unit members while said unit members were performing their duties; and

Whereas, the aforementioned memorandum of agreement expired upon the execution of the Agreement and the parties desire that its provisions remain in effect; and

Whereas, the Union and BHE are cognizant of recent increases to the cost of reimbursable meals and/or food consumed by bargaining unit members while performing their duties and the parties desire to address the same so that the burden of the increases will not fall on the employees;

Now therefore, the parties agree as follows:

1. Article 15 Section 2 A is amended as follows:

...

- A. An employee who is assigned to duty that requires him/her to be absent from their home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, not to exceed the following amounts:

	<b>Maximum Allowance</b>	<b>Applicable</b>
Breakfast	\$8.00	3:00 a.m. to 8:59 a.m.
Lunch	<u>\$12.50</u>	9:00 a.m. to 2:59 p.m.
Dinner	\$20.00	3:00 p.m. to 9:00 p.m.

2. Article 15 Section 3 is amended as follows:

...

Employees who work three (3) or more hours of authorized overtime, exclusive of mealtimes, in addition to their regular hours of employment or employees who work three (3) or more hours, exclusive of mealtimes on a day other than their regular workday shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	\$6.00	3:00 a.m. to 8:59 a.m.
Lunch	<u>\$10.00</u>	9:00 a.m. to 2:59 p.m.
Dinner	<u>\$15.00</u>	3:00 p.m. to 8:59 p.m.
Midnight Snack	<u>\$8.00</u>	9:00 p.m. to 2:59 a.m.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. This Agreement shall remain in full force and effect until such time as the terms of this memorandum of agreement are modified or terminated by a further signed memorandum of agreement between the parties or until the parties enter in to and execute a successor collective bargaining agreement that modifies or terminates the provisions of this memorandum of agreement.

For AFSCME Council 93 Local 1067

FOR BHE

BY: \_\_\_\_\_  
Thomasine Corbett, President

BY: \_\_\_\_\_  
Michael J. Murray, Director of  
Employee and Labor Relations

BY:   
Kimberly Sylvia, Coordinator Higher Ed