

**Memorandum of Agreement
Amending the
Collective Bargaining Agreement
between the
Board of Higher Education
and
Massachusetts State College Association/MTA/NEA
for the Period Commencing
July 1, 2009 and ending June 30, 2012**

This Memorandum of Agreement (“Memorandum”), dated the 30th day of June, 2010, is entered into by the Board of Higher Education (the “Board”) and the Massachusetts Teachers Association, acting by the Massachusetts State College Association (the “Association”).

WHEREAS the Board and the Association have been parties to a collective bargaining agreement executed on April 22, 2009 (the “Agreement”), which by its terms is in full force and effect; and,

WHEREAS, the parties have conducted and concluded their negotiations on amendments to the Agreement; and,

WHEREAS, the parties wish hereby to record and give effect to the terms of those amendments reached by the parties.

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

1. The effective date of each of the three across-the-board salary and part-time stipend increases provided for in the Agreement shall be moved from the first pay period of the fiscal year to the last day of each such fiscal year, such that there shall be a 1.5% salary or part-time stipend increase effective June 30, 2010, a 3.5% salary or part-time stipend increase effective June 30, 2011, and a 3.5% salary or part-time stipend increase effective June 30, 2012.
2. The “accelerator” provision, i.e., increases will be implemented three (3) or six (6) months earlier in each of the three years if tax revenues reach specified levels as follows:

FY 2010 six months if \$19.45 billion, three months if \$19 billion
FY 2011 six months if \$20.42 billion, three months if \$19.95 billion
FY 2012 six months if \$21.44 billion, three months if \$20.94 billion


In addition, if tax revenues for fiscal year 2010, 2011 or 2012 achieve one of the aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase for that fiscal year and for every subsequent fiscal year by three (3) or six (6) months, as applicable.

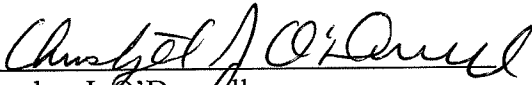
3. When a unit member is eligible for leave under the FMLA and for sick leave pursuant to Article IV, Section A(1)(a)(ii), the College shall first apply the unit member's absence to accumulated sick leave, and, once sick leave is exhausted, to the sick leave bank benefit, if applicable, before charging the unit member's absence to the unit member's FMLA leave allowance.
4. If laws providing for holidays on Evacuation Day and/or Bunker Hill Day are repealed, affected unit members shall continue to receive paid leave on those days or on substitute days.
5. If this Memorandum of Agreement ("Memorandum") is not ratified by the MSCA Day unit members within 90 days of execution, the original Agreement as executed on April 22, 2009, including the economic provisions contained therein, will remain in full force and effect and H. 4396 will continue to serve as the operative funding request under Chapter 150E, Section 7(c).
6. If FY 2010 funding legislation for this Memorandum is not enacted by the legislature by July 31, 2010, and signed by the governor so as to make effective the compensation and other economic provisions of the collective bargaining Agreement as modified by this Memorandum, then upon notification by the MSCA, the modifications agreed to in this Memorandum will become null and void and the Agreement as executed on April 22, 2009, including the economic provisions contained therein, will remain in full force and effect, and H.4396 will continue to serve as the operative funding request under Chapter 150E, Section 7(c).
7. The Board of Higher Education acknowledges its obligation to implement all increases contained in the Agreement as modified by this Memorandum if FY 2010 raises in paragraph 1 are funded.
8. In the event that during the term of the Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and funded by the Legislature, and in the event that such agreement contains provisions for across-the-board salary increases in excess of those contained in this Memorandum of Agreement, the parties agree, at the request of the Association, to re-open their collective bargaining agreement for further negotiations.

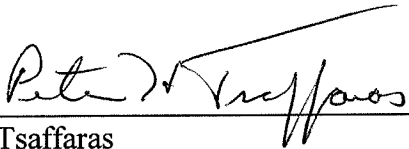
The Board and the Association further agree that the Board shall submit to the governor, on or before July 2, 2010, the cost estimate and the funding request for this Memorandum and for items in the cost estimate and funding request submitted to the Governor of the Commonwealth on July 22, 2009 not amended by this Memorandum.

BOARD OF HIGHER EDUCATION

MASSACHUSETTS STATE COLLEGE
ASSOCIATION/MTA/NEA

By: 
Richard M. Freeland
Commissioner, Board of Higher Education

By: 
Christopher J. O'Donnell
President, MA State College Association

By: 
Peter H. Tsaffaras
Deputy Commissioner for Employee Relations,
Board of Higher Education