

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 21st day of May, 2010, by and between the Board of Higher Education (the “Board”) and the Massachusetts Teachers Association acting through the Massachusetts State College Association (the “Association”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the “Agreement”) that has been made between them with effect for a term commencing on July 1, 2009; and

WHEREAS, the Board and the Association undertook to negotiate an amendment to the Agreement concerning the use of sick leave; and

WHEREAS, the Board and the Association arrived at an agreement concerning such amendment; and

WHEREAS, the Board and the Association are desirous of recording such agreement;

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

The following provision shall replace Article IV, Section A (1)(a)(iv), of the Agreement:

- “iv. In addition to the foregoing, a member of the bargaining unit may use his/her accrued sick leave during any calendar year as follows:
 - “(A) up to twenty (20) days to care for (i) the unit member’s spouse or domestic partner or (ii) the unit member’s child or parent or (iii) the child or parent of his/her spouse or domestic partner or (iv) a relative of the unit member or of the unit member’s domestic partner living in the unit member’s immediate household whenever, in any such case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act (29 U.S.C. §2601, et seq.)

“(B) up to fifty (50) days in connection with the birth or adoption of such unit member’s child (whether the unit member is the child’s father or mother) or the child of such unit member’s domestic partner (whether the domestic partner is the child’s father or mother).

“Leave taken under (A) shall be charged against leave available under (B) and vice versa.

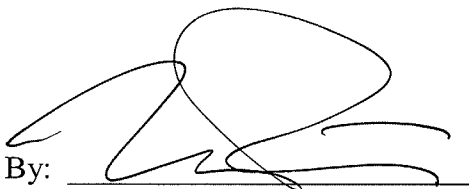
“Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act; and to the extent the same are congruent, leave taken hereunder or under the preceding subparagraph (iii) shall be taken together and shall run concurrently with one another.

“Any member of the bargaining unit who seeks to be granted leave under this subparagraph shall submit to the College in accordance with College policy appropriate documentary confirmation of his/her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted such leave shall give advance notice to his/her Department Chair (in the case of faculty) or to the Library Director (in the case of librarians) and, in any event, as promptly as practicable.”

This Memorandum of Agreement and the benefits and entitlements hereby accorded shall have effect as provisions of the Agreement from and after the date set forth above (the “Effective Date”), with the understanding that any member of the bargaining unit on leave for the purposes described in Article IV, Section A(1)(a)(iv), of the Agreement (as amended by this Memorandum of Agreement) on the Effective Date shall be accorded the benefits and entitlements of Section A(1)(a)(iv) as if the Effective Date had coincided with the first day of such unit member’s leave.

Board of Higher Education

Massachusetts State College
Association

By: 

By: 