

**THIRD MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING
AGREEMENT FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2020
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA**

WHEREAS, the Board and the Association are parties to a collective bargaining agreement executed on July 1, 2014 (the "2014 Agreement");

WHEREAS, the parties executed a Memorandum of Agreement ("the Initial Memorandum") to create a successor Agreement to the 2014 Agreement on June 20, 2018 and July 9 and 17, 2018;

WHEREAS, the Commonwealth Executive Office of Administration and Finance returned the Initial Memorandum to the parties for further bargaining on or about December 13, 2018;

WHEREAS, the parties engaged in further negotiations on February 20, 2019 and March 4, 2019; the MSCA membership ratified the agreement reached by the parties;

WHEREAS, the parties now wish to record and give effect to the results of their negotiations for purposes of seeking funding and executed on this date a Second Memorandum of Agreement; and,

WHEREAS, the parties may further refine the Initial Memorandum, the Second Memorandum and this Third Memorandum by incorporating the documents into a single, comprehensive document.

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

1. All provisions of the 2014 Agreement not amended by the Initial Memorandum, the Second Memorandum and this Third Memorandum of Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020.

2. Paragraph 5 and Attachment B of the Initial Memorandum relative to the accrual of vacation leave are amended as follows:

"Effective June 30, 2020, all librarians shall be credited with vacation leave subject to the following:

- a. For one (1) full year of service through seven (7) full years of service, vacation leave of twenty-two (22) days
- b. For eight (8) full years of service through eleven (11) full years of service, vacation leave of twenty-three (23) days
- c. For twelve (12) full years of service through nineteen (19) full years of service, vacation leave of twenty-four (24) days
- d. For twenty (20) years of service or more, vacation leave of twenty-five (25) days

"Should the BHE and the MCCC Day Unit enter into a successor collective bargaining agreement that provides greater accruals of vacation leave than are contained in this

Article, the employer agrees that it will provide the same accruals to this bargaining unit.”


The remainder of the provisions of the Initial Memorandum concerning Vacation and Personal Leave are not edited or amended.


3. Amend Article VI, § G(2) by increasing the stipends as follows: July 1, 2017: increase the stipend payable in the academic year by 2%; July 1, 2018: increase the stipend payable in the academic year by 2%; and, July 1, 2019: increase the stipend payable in the academic year by 2%.
4. Amend Art. XIII, §D and §E by increasing by 2% on September 1, 2017, September 1, 2018 and September 1, 2019 (for a total of three increases for each of the two increments) the increment provided upon securing a terminal degree and the increment provided when a unit member is promoted.
5. The MSCA will withdraw with prejudice the consolidated grievance, AAA No. 01-18-0003-7968, now being held in abeyance upon the funding of the salary increases provided in this contract.
6. There will be established in the current year a pool of funds at each state university equivalent to two hundred fifty dollars for each full-time unit member (\$250/full-time unit member) as of March 4, 2019. The Association will determine a formula of statewide application for disbursing the funds; the Association is receptive to input from the Board of Higher Education concerning the formula. The funds from a university will be disbursed only at that university.
7. Librarians who will have fewer than twenty-five (25) years of service on June 30, 2020, shall receive two (2) continuing scholarship/innovation days each year.


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

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: 
Carlos E. Santiago
Commissioner of Higher Education
Date: 4/10/19

By: 
Christopher J. O'Donnell
President, Massachusetts
State College Association
Date: 4/9/19

Michael J. Murray, Esq.

Director of Employee and Labor
Relations
Date: 4/10/19