

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of March 2021, by and between Salem State University ("Salem State") and the Massachusetts State College Association ("MSCA").

WHEREAS, the Massachusetts Board of Higher Education has delegated bargaining authority to Salem State;

WHEREAS, Salem State imposed a two (2) week furlough period on MSCA unit members during FY21;

WHEREAS, the MSCA filed an unfair labor practice charge against Salem State on November 13, 2020 with the Massachusetts Department of Labor Relations ("DLR") (docket number 20-SUP-8315);

WHEREAS, the DLR dismissed the MSCA's charge (docket number 20-SUP-8315) on January 14, 2021;

WHEREAS, the MSCA requested a review of the DLR's dismissal (docket number 20-SUP-8315) and the parties await a determination on that request;

WHEREAS, should Salem State go forward with implementing the furloughs, the parties wish to allow MSCA unit members as much choice as possible in determining which two (2) weeks to furlough;

It is hereby agreed, by and between the parties, Salem State and MSCA,

1. Should Salem State prevail at the DLR (docket number 20-SUP-8315) and the complaint dismissal be upheld, MSCA unit members will furlough for two (2) weeks, in total, during FY21 or FY22.
2. MSCA unit members may furlough during any of the following weeks not to exceed two (2) weeks total:
 - a. March 14 through March 20, 2021
 - b. May 23 through May 29, 2021
 - c. January 2 through 8, 2022
 - d. January 9 through 15, 2022
 - e. March 13 through 19, 2022
 - f. May 22 through 28, 2022
3. This Agreement shall not be construed as the MSCA agreeing to furloughs for its unit members.
4. The parties reserve all rights:
 - a. under the BHE and MTA/NEA/MSCA collective bargaining agreement;
 - b. under all applicable state and federal laws;
 - c. to pursue a successful outcome at the DLR (docket number 20-SUP-8315).
5. The parties further acknowledge and agree that this Agreement is made without precedent or prejudice and that it may not be introduced in any form and in any forum or proceeding for any purpose except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative(s).

**MASSACHUSETTS STATE
COLLEGE ASSOCIATION**

SALEM STATE UNIVERSITY

By: _____
Name: C.J. O'Donnell

By: _____
Name: Mark Quigley

DRAFT